



## **AGENDA**

### **GARDNER CITY COUNCIL**

City Hall – 120 East Main Street -- Gardner, Kansas  
Monday, June 15, 2020  
7:00 p.m.

**\*\*If you wish to provide written public comment regarding any items below by email, please provide them by noon on June 15, 2020 to [cityclerk@gardnerkansas.gov](mailto:cityclerk@gardnerkansas.gov). The meeting will be open to the public \*\***

\*Watch this meeting live on the City's YouTube channel at  
<https://www.youtube.com/user/CityofGardnerKS> \*

#### **CALL TO ORDER**

#### **PLEDGE OF ALLEGIANCE**

#### **PRESENTATIONS**

1. Presentation of the 2019 Audit and CAFR

#### **PUBLIC HEARING**

#### **PUBLIC COMMENTS**

Members of the public are welcome to use this time to make comments about City matters or items on the agenda that are not part of a public hearing

#### **CONSENT AGENDA**

1. Standing approval of the minutes as written for the regular meeting on June 1, 2020.
2. Standing approval of City expenditures prepared May 29, 2020 in the amount of \$413,423.65; and June 5, 2020 in the amount of \$610,355.31.
3. Consider a recommendation to insert two (2) valves for the Clearwell, chlorine contact basin, at Hillsdale WTP as part of the Hillsdale Expansion Project
4. Consider authorizing the purchase of one (1) 2020 Ford 450 4x4 crew cab diesel truck from Olathe Ford
5. Consider a recommendation to approve the Evergy Metro, City of Gardner and Southwest Power Pool Interconnection Agreement
6. Consider authorizing the execution of a participation agreement with AllPaid, Inc., dba GovPayNet
7. Consider authorizing an agreement for ad hoc planning services

#### **PLANNING AND ZONING CONSENT AGENDA**

1. Consider accepting the dedication of right-of-way and easements on final plat FP-20-06 for Hilltop Ridge 1<sup>st</sup> Plat

#### **COMMITTEE RECOMMENDATIONS**

#### **OLD BUSINESS**

#### **NEW BUSINESS**

1. Consider adopting a Charter Ordinance repealing and replacing Charter Ordinance No. 12 relating to use of bonds
2. Consider a recommendation to negotiate an Engineering Services contract with George Butler & Associates (GBA) for preliminary planning and design for the wastewater system east and south of I-35, and determine a location for the South Wastewater Treatment Plant
3. Consider accepting a voluntary annexation with landowner consent
4. Consider adopting an ordinance amending Chapter 2.30 Planning Commission, of the City of Gardner, Kansas Municipal Code

**COUNCIL UPDATES** – Oral presentation unless otherwise noted

#### **EXECUTIVE SESSION**

1. Consider entering into executive session to discuss matters of attorney-client privilege
2. Consider entering into executive session to discuss personnel matters of non-elected personnel

#### **ADJOURNMENT**



In compliance with the Americans with Disabilities Act, the City of Gardner will provide reasonable accommodations for all public meetings. Persons requiring accommodations in attending any of our public meetings should contact the City Clerk's Office at 913-856-0945 a minimum of 48 hours prior to the meeting.

## COUNCIL DISCUSSION FORM

## PRESENTATION ITEM NO. 1

**MEETING DATE:** JUNE 15, 2020

**STAFF CONTACT:** MATTHEW WOLFF, FINANCE DIRECTOR

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**Agenda Item:** Presentation of the 2019 Audit and CAFR

**Strategic Priority:** Fiscal Stewardship

**Department:** Finance

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### **Background/Description of Item:**

This is the sixteenth year that the City has prepared a Comprehensive Annual Financial Report (CAFR); to date, all fourteen previous CAFRs were award winners. In our continued pursuit of excellence, this latest CAFR will again be submitted for a Certificate of Achievement for Excellence in Financial Reporting with the Government Finance Officers Association (GFOA). The GFOA established the Certificate of Achievement for Excellence in Finance Reporting Program (CAFR Program) in 1945 to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles to prepare comprehensive annual financial reports that evidence the spirit of transparency and full disclosure, and then to recognize individual governments that succeed in achieving that goal. GFOA notes on its website, "The goal of the program is not to assess the financial health of participating governments, but rather to ensure that users of their financial statements have the information they need to do so themselves."

GFOA notes that the reports are reviewed by "individuals with expertise in public sector financial reporting and includes financial statement preparers, independent auditors, academics, and other finance professionals."

The Certificate of Achievement is the highest, most prestigious award for financial reporting available. Attempting to achieve the award is in itself aspiring to excellence.

The City's independent auditing firm, Allen, Gibbs & Houlik, L.C. completed the audit of the 2019 financial records. Staff is pleased to report that the auditors have again issued an "unmodified" opinion regarding the City's financial practices and reporting for its basic financial statements; an "unmodified" opinion is the highest possible opinion.

Mike Lowry, Senior Vice President, Assurance, of Allen, Gibbs & Houlik will be at the meeting to present the completed FY 2019 audit to the Governing Body.

### **Attachments:**

- *Required Communications letter*
- *Independent Auditor's Report*
- *Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance[...]*

The Honorable Mayor and City Council Members  
**City of Gardner, Kansas**

This letter is to inform the City of Gardner, Kansas (the City) about significant matters related to the conduct of our audit as of and for the year ended December 31, 2019, so that it can appropriately discharge its oversight responsibility and we comply with our professional responsibilities.

This report is intended solely for the information and use of the Mayor, City Council Members and management and is not intended to be, and should not be, used by anyone other than these specified parties.

This letter includes other comments and suggestions with respect to matters that came to our attention in connection with our audit of the City's financial statements. These items are offered as constructive suggestions to be considered part of the ongoing process of modifying and improving the City's practices and procedures.

The following summarizes various matters that must be communicated to you under auditing standards generally accepted in the United States of America.

### **The Responsibilities of the Auditor and Management**

Our responsibilities under auditing standards generally accepted in the United States of America, *Government Auditing Standards* issued by the Comptroller General of the United States and the *Kansas Municipal Audit and Accounting Guide* have been described to you in our arrangement letter dated October 1, 2019. Our audit of the financial statements does not relieve management or those charged with governance of their responsibilities, which are also described in that letter.

### **Overview of the Planned Scope and Timing of the Financial Statement Audit**

We have issued a separate communication dated February 13, 2020 regarding the planned scope and timing of our audit and have discussed with you our identification of, and planned audit response to, significant risks of material misstatement. We made no significant changes to the scope or timing of our procedures.

### **Significant Accounting Practices, Including Policies, Estimates and Disclosures**

Our views about the qualitative aspects of the City's significant accounting practices, including accounting policies, accounting estimates and financial statement disclosures are indicated herein, which you may wish to monitor for your oversight responsibilities of the financial reporting process:

Adoption of, or Change in, Accounting Policies - Management has the ultimate responsibility for the appropriateness of the accounting policies used by the City, and management may select among alternative accounting practices in certain circumstances. Significant accounting policies are disclosed in Note 1 to the financial statements. The City did not adopt any significant new accounting policies, nor have there been any changes in existing significant accounting policies during the current year.

The Government Accounting Standards Board (GASB) has issued several statements not yet implemented by the City. The City's management has not yet determined the effect these statements will have on the City's financial statements. However, the City plans to implement all standards by the required dates. The statements which might impact the City are discussed in Note 1 to the financial statements.

Significant or Unusual Transactions - We did not identify any significant or unusual transactions or significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Management's Judgments and Accounting Estimates - Accounting estimates are an integral part of the preparation of financial statements and are based upon management's current judgment. The process used by management encompasses their knowledge and experience about past and current events, and certain assumptions about future events. You may wish to monitor throughout the year the process used to determine and record these accounting estimates. The following describes the significant accounting estimates reflected in the City's financial statements.

- *Total Other Post-Employment Benefit (OPEB) Liability:* The City contracts with an external actuary to develop an estimate for the annual OPEB cost, which pertains to health care offered to retirees. The amount calculated by the actuary is then reduced by actual claims paid for retirees, resulting in a total OPEB liability at year-end to record as a liability. As a basis for our conclusions, we reviewed the actuarial report for reasonableness and verified the 2019 employer contribution for retirees.

Additionally, the City participates in KPERS' death and disability OPEB plan. The City followed guidelines in GASB statement No. 75 for reporting its share of the KPERS' death and disability OPEB plan. This included obtaining an actuary report as of June 30, 2019 provided by KPERS on the City's share of this plan liability. As a basis for our conclusion, we reviewed KPERS' report for reasonableness and verified and recalculated the City's information provided in the report.

- *Net pension liability:* The City follows guidelines in GASB Statement No. 68 and 82 for reporting its proportionate share of KPERS' collective net pension liability. This included obtaining KPERS' report on Schedules of Employer and Nonemployer Allocations and Schedules of Pension Amounts by Employer and Nonemployer as of June 30, 2019, which was audited by KPERS' auditors. The City compared contributions made by the City to amounts included in this report. As a basis for our conclusions, we reviewed the KPERS' report for reasonableness and verified and recalculated the City's information provided in the report.
- *Allowance for uncollectibles:* The City records an allowance for uncollectible related to utility trade receivables. The City records the allowance based on all accounts receivable balances in excess of 238 days. As a basis for our conclusion, we reviewed the accounts receivable aging detail for reasonableness and to ensure that the amounts reported for each fund were supported by the total of the accounts receivable greater than 238 days.

### **Audit Adjustments**

There were no audit adjustments made to the original trial balance presented to us to begin our audit.

### **Uncorrected Misstatements**

We are not aware of any uncorrected misstatements other than misstatements that are clearly trivial.

### **Management Representations**

In connection with our audit procedures, we have obtained a written management representation letter. This representation letter constitutes written acknowledgments by management that it has the primary responsibility for the fair presentation of the financial statements in conformity with generally accepted accounting principles and also includes the more significant and specific oral representations made by officers and employees during the course of the audit. The letter is intended to reduce the possibility of

misunderstandings between us and the City and reminds the signing officers to consider seriously whether all material liabilities, commitments and contingencies or other important financial information have been brought to our attention.

### **Other Disclosures**

We did not discuss with management any alternative treatments within generally accepted accounting principles for accounting policies and practices related to material items during the current audit year; we encountered no disagreements with management over the application of significant accounting principles, the basis for management's judgments on any significant matters, the scope of the audit or significant disclosures to be included in the financial statements; we are not aware of any consultations management had with other accountants about accounting or auditing matters; no major issues were discussed with management prior to our appointment; and we did not encounter any difficulties in dealing with management relating to the performance of the audit.

### **Other Matters**

#### **Information Security Governance**

Executive managers and those charged with governance must be confident that the entity is protecting your information and the systems that process it. The potential impacts of a failure in the availability, confidentiality or integrity of your critical information assets is monumental in today's environment of cybersecurity breaches.

Many organizations believe their information security practices are adequately mitigating their risks. Unfortunately, they are often surprised to discover those practices are failing to perform as expected and the consequences are usually severe.

Information security is more than a technology issue. It is a governance and management challenge that involves risk management, accountability and reporting. And it requires executive stewardship to ensure the timely assessment of emerging threats and your organization's effective response to them.

Additional information on "Information Risk is Business Risk" can be accessed through our AGH University website located at <http://www.aghuniversity.com/webinars/archived/archived-webinars.aspx> (from the "select a topic" drop-down box, select Information Technology). Additionally, we encourage your management team to take advantage of peer networking groups, trade associations or other resources relating to IT and information risk and the most recent best practices as the constant risk evolves.

Additionally, a structured assessment can help you develop stronger, better and more systematic approaches to your information security. It will help you clearly and objectively understand the strengths and weaknesses in your current information security processes and the extent to which those processes are meeting your needs. Most important, it will guide you with recommendations to help you protect your information, facilities, people and technology.

We believe a review or assessment must be completed on a periodic basis; this assessment can be completed internally or by using an outsourced service provider. Executive managers should be involved with the review and summary reports should also be shared with those charged with governance.

## **Vulnerability Assessment**

In addition to a periodic information system governance review, the entity should also conduct periodic (at least annually or semi-annually) vulnerability assessments. There are more than 100,000 known network vulnerabilities that can leave organizations open to significant risk. High-profile security breaches have become commonplace and many companies are susceptible to the same failures.

Network vulnerability assessments can help you identify and resolve your vulnerabilities before they are exploited by cybercriminals. AGH's experienced security professionals use network vulnerability assessments to discover and analyze known flaws and weaknesses.

Using automated scanners – along with their experience and judgment – our security professionals will identify existing vulnerabilities, evaluate their severity and recommend steps for fixing the underlying problems.

## **Comprehensive Policy and Procedure Review**



Given the broad and deep scope of your operations, you should consider completing a comprehensive evaluation of the adequacy and effectiveness of the entity's internal financial policies, processes and procedures, including a comparison to best practices among organizations the same size.

For entities that have experienced budget cuts in the finance area or those that have experienced turnover, a periodic review of controls is imperative. Even if your finance team has been stable over the years, we remind you that even the best design of controls is only as good as the people who carry out and execute such controls.

Financial policies, procedures and processes are a key element of sound fiscal administration. When policies are effective, they can preserve or enhance the fiscal health and wealth of the organization and create efficiencies for staff members.

This comprehensive evaluation could include:

1. Evaluation of existing controls
2. Identification of financial policies that could lead to vulnerability to fraud and/or abuse
3. For those identified weaknesses and risks, recommendations for improvements

### **AGHUniversity Resources**

As part of AGH's ongoing commitment to serve as a trusted advisor, we offer these resources as a key part of the additional value AGH provides beyond the engagement itself:

- AGHUniversity.com – a full schedule of complimentary CPE or current and relevant topics and other updates to clients throughout the year. Free registration and webinars are available for the Company's staff and board members at [aghuniversity.com](http://aghuniversity.com). A sample of recent topics include Management and Key Position Succession Planning; Destroying the Myths about Employee Engagement; Preventing Fraud in Small and Medium Sized Organizations; Measuring What Matters in Your 401K Plan to Recruitment, Retention and Reward; Planning The Transition: Taking Your Company To Market; and The How and Why of Business Valuations.
- AGH alerts and newsletters – this includes periodic mailings or emails to alert clients to new accounting standards or regulatory changes.
- Also available from the home page of [www.aghlc.com](http://www.aghlc.com) are COVID-19 resources for employers and taxpayers. You can access tax and HR-related alerts, webinars and other third-party resources to help you navigate through the COVID-19 pandemic.

### **Closing**

We will be pleased to respond to any questions you have about this report or set up an introductory meeting to discuss the other recommendations at no charge. We appreciate the opportunity to continue to be of service to the City of Gardner, Kansas.

*Allen, Gibbs & Houlik, L.L.C.*  
CERTIFIED PUBLIC ACCOUNTANTS

June 1, 2020  
Wichita, KS

## INDEPENDENT AUDITOR'S REPORT

Honorable Mayor and City Council Members  
**City of Gardner, Kansas**

### **Report on the Financial Statements**

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Gardner, Kansas (the City) as of and for the year ended December 31, 2019, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America, the *Kansas Municipal Audit and Accounting Guide*, and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### ***Emphasis of a Matter***

As discussed in *Note 16*, adjustments were made to the beginning net position to correct an error in the prior year financial statements. Our opinions are not modified with respect to this matter.

### ***Opinions***

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Gardner, Kansas, as of December 31, 2019, and the respective changes in financial position, and, where applicable, cash flows thereof and the respective budgetary comparison for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### ***Other Matters***

#### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and required supplementary information listed on the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

#### ***Supplementary and Other Information***

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual nonmajor fund financial statements and schedules and the introductory and statistical sections as listed in the table of contents are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual nonmajor fund financial statements and schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, such information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on them.

### **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated June 1, 2020 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering City's internal control over financial reporting and compliance.

*Allen, Gibbs & Houlik, L.L.C.*  
CERTIFIED PUBLIC ACCOUNTANTS

June 1, 2020  
Wichita, Kansas

INDEPENDENT AUDITOR'S REPORT  
ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE  
AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS  
PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

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The Honorable Mayor and City Council Members  
**City of Gardner, Kansas**

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Gardner, Kansas (the City) as of and for the year ended December 31, 2019, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated June 1, 2020.

### **Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of the internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion.

The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Allen, Gibbs & Houlik, L.C.*  
CERTIFIED PUBLIC ACCOUNTANTS

June 1, 2020  
Wichita, Kansas

RECORD OF PROCEEDINGS  
**OF THE GOVERNING BODY  
CITY OF GARDNER, KANSAS**

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June 1, 2020

The City Council of the City of Gardner, Kansas met in regular session on June 1, 2020, at 7:00 p.m. in the Council Chambers at Gardner City Hall, 120 East Main Street, Gardner, Kansas, with the Mayor Steve Shute presiding. Present were Councilmembers Todd Winters, Rich Melton, Mark Baldwin, Randy Gregorcyk and Tory Roberts. City staff present were City Administrator James Pruetting; Business & Economic Development Director Larry Powell; Police Chief James Belcher; Utilities Director Gonzalo Garcia; City Engineer Tim McEldowney; Finance Director Matthew Wolff; Parks and Recreation Director Jason Bruce; City Attorney Ryan Denk; and City Clerk Sharon Rose. Others present included those listed on the attached sign-in sheet and others who did not sign in.

**CALL TO ORDER**

There being a quorum of Councilmembers present, the meeting was called to order by Mayor Shute at 7:00 p.m.

**PLEDGE OF ALLEGIANCE**

Mayor Shute led those present in the Pledge of Allegiance.

**PRESENTATIONS**

**PUBLIC HEARING**

- 1. Hold a public hearing for the purpose of receiving comments to a request for a Waiver of the Distance Limitation to allow for the sale of domestic table wine within 200 feet of a school, church or library during the weekly Farmers Markets events to be held on Thursdays, 4pm to 7pm, from June 4, 2020 to September 10, 2020**

Councilmember Gregorcyk made a motion to open a public hearing for the purpose of receiving public comments on the Waiver of the Distance Limitation to allow for the sale of domestic table wine within 200 feet of a school, church or library during the weekly Farmers Markets events to be held on Thursdays, 4pm to 7pm, from June 4, 2020 to September 10, 2020

Councilmember Melton Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

No members of the public came forward.

Councilmember Gregorcyk made a motion to close the public hearing

Councilmember Melton Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

**PUBLIC COMMENTS**

Dan Hecke, 613/619 S. Meadowbrook, stated he is building a duplex in town. In 2018, he built a duplex to the south of this one, 601/607 S. Meadowbrook. At the time, he was told there wasn't enough service behind where the drainage ditch is. He met with the electric department, and put two more boxes and stubbed out because they knew they would be building another duplex. They pulled their building permit this year. They hooked up the electrical, and it passed through inspectors. The electric department then said they couldn't go across the back yard, the existing they had already buried there. He shared a picture of the rear of the property. There is a transformer near the tree where they stubbed out two lines to connect this duplex. The inspectors passed it, but the electric department turned it down and couldn't hook it up. The electric department wants them to add 50 more feet, and that will cost the owner an extra \$500. If this is the only option, the owner shouldn't have to pay for it. They were told where to stub out for the other duplex over a year ago; the city knew where these buildings were going. Mr. Hecke doesn't see a reason it can't go in the back of the property. It would be a bigger concern on the front of the house with the sewers. Nothing will be built on the backside of the house. If something happens in the future, then it would be time to run the line the 50 feet. They already spent several hundred dollars and had

**RECORD OF PROCEEDINGS OF THE GOVERNING BODY  
CITY OF GARDNER, KANSAS**

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June 1, 2020

the line in. Why didn't the city say anything a year and a half ago that the line couldn't go there? He said it's not right the city wants them to change when they were never told they couldn't go in back yard. If they stayed in easement, they wouldn't have met specs requiring two sweeps; they would have had three. They need power. They have been running sump pumps with an extension cord. They need service without having to ditch another 50 feet, costing the owner another \$500.

**CONSENT AGENDA**

- 1. Standing approval of the minutes as written for the regular meeting on May 18, 2020.**
- 2. Standing approval of City expenditures prepared May 15, 2020 in the amount of \$1,968,312.17; and May 22, 2020 in the amount of \$426,750.63.**
- 3 Consider authorizing the purchase of two (2) trucks from Landmark Dodge**

Councilmember Melton made a motion to approve Consent Agenda.

Councilmember Winters Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

**PLANNING & ZONING CONSENT AGENDA**

**COMMITTEE RECOMMENDATIONS**

**NEW BUSINESS**

- 1. Consider a request for a Waiver of the Distance Limitation to allow for the sale of domestic table wine within 200 feet of a school, church or library during the weekly Farmers Markets events to be held on Thursdays, 4pm to 7pm, from June 4, 2020 to September 10, 2020**

City Clerk Sharon Rose said this is a housekeeping item related to the public hearing held earlier. If council approves, this would allow the sale of sealed bottles of wine at the farmers market beginning this Thursday.

Councilmember Gregorcyk clarified that they are only selling it, not consuming on premise. Mayor Shute confirmed. City Clerk Rose stated they will only sell sealed bottles.

Councilmember Gregorcyk made a motion to approve a Waiver of the Distance Limitation to allow for the sale of domestic table wine within 200 feet of a school, church or library during the weekly Farmers Markets events to be held on Thursdays, 4pm to 7pm, from June 4, 2020 to September 10, 2020

Councilmember Melton Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

**COUNCIL UPDATES**

Chief Belcher responded to comments from the last meeting regarding VERP. They are coming up with alternatives, and they hope to have an update in the Friday Minute Memo.

Director Bruce said the registration deadline for youth sports is Friday. They are rolling out a new program next month. Staff have put a lot of measures in place to have these programs. Bruce thanked Public Works for their hard work to patch the parking lot at Celebration Park. They spent a lot of time and manpower, and it looks good.

Director Garcia provided an update on the Hillsdale plant expansion. He provided a brief history on the Hillsdale plant, and the timeline of the new expansion. He shared the original site plan and site plans for the previous expansion and the current expansion. Garcia shared a process flow diagram as water moves through the plant. Garcia then shared photos of the expansion construction to date. Shute asked about mitigation of construction

**RECORD OF PROCEEDINGS OF THE GOVERNING BODY  
CITY OF GARDNER, KANSAS**

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June 1, 2020

dust along Moonlight Road, have there been discussions with Miami County? Shute has had questions from homeowners. Director Garcia said the situation was resolved that day of the complaint. The contractor started irrigating the area for dust control. The resident sent an email thanking them for their quick action. Shute asked if there was a plan to continue. Garcia said Miami County has not done any dust control, and is their responsibility, but the contractor stepped in to alleviate this problem.

City Engineer McEldowney provided an update on Santa Fe project. The waterline work is almost complete. A lot of the box culverts are completed as well. The contractor will be paving in the areas where they've crossed the road in several places, and this will result in two additional days of road closure on West 175<sup>th</sup>. They will put out signs and messages. Councilmember Gregorcyk asked if there is a 'plan b' to supply a water source to businesses and residences along 175<sup>th</sup>. McEldowney said the closures have been short, and they typically don't supply. They work around businesses, a daycare for example, crews will work on the weekend. They try to give people advanced notice, but typically don't provide an alternate source. Councilmember Baldwin asked what the next step is on Santa Fe after the water line. McEldowney said they still have storm drainage to do along Santa Fe. The next phase will be taking Santa Fe to one lane and reconstructing the closed lane. They are adding a third lane. They have a plan to maintain one lane of traffic between Waverly and Poplar.

Mayor Shute asked City Clerk Rose about committees. Rose said there are no applications for the Public Works committee or the EDAC. Mayor Shute asked the council to recruit volunteers.

Director Powell responded to the public comment by providing history on easement and planning processes. The permit application comes in with plot plan, location of house in reference to the boundaries. The plot plan also shows how the easements are to be utilized with utilities. The city requires independent metering of water and electric for twin-homes. Each half has individual access of utilities at the closest point to the buildings to prevent access issues. This duplex application came in. There is a storm drain in the photo; there was no easy way to get electric line from the access point to the second house. The electric department extended utility pedestal to allow for extra hook ups for the second house. When the city issues a permit, they issue only based on where the building access is. The utility department lays out the points in between, and the contractor makes the connection from the city utility to the house. When the contractor installs, they lay out the conduit, and the utility department inspects and pulls the wire from the pedestal to the house. Building inspectors inspect from the meter can to the house. In this case, the line came through the middle of the back yard to the far side of the house. The city requires the meter be 10 feet from the rear of the house on the side of the house, not in the back. The owner of the property, who doesn't intend to sell, has his own utility line through the back yard. There's no existing easement required from the pedestal to the house. There is a pedestal, a hook up point, on that side of the house which is a much shorter route and what the city thought would be utilized. It's about 50 ft from the pedestal to the existing line, which could be hooked into. The cost to run a replacement line would be around \$500. When Mr. Hecke called and asked for variance, staff found two options. One is to do the short run up high or get an easement across the property. Both require action by the owner. Planning staff reached out to Utility Director Garcia and City Attorney Denk to review. Councilmember Melton asked why couldn't they just do an easement, nothing will be built there? Director Garcia said it's not best practice to run service line across backyard, due to additions of decks, patios, pools, playgrounds being built over the top. If those structures are above the service line, then they may be damaged or removed to repair the service line. Best practice is to run the service line to the side with easement. There can be exceptions, but the owner would have to release liability. City Attorney Denk has concerns that if they sold the duplex, and there's no easement, only a hold-harmless agreement, there is no record that it's there. The property being served by that line could say the city has no right to access that property. That indemnity agreement doesn't do anything down the road if the owner sells. Denk recommended an easement between the two properties. If they want to build over the top at a later date, they can do a hold-harmless agreement. Councilmember Melton suggested allowing a temporary easement, then add language in title work that, when this transfers ownership, it would require new owner to put new line in. It solves the problem right now, and moves it down the road when it's not an issue then. Mayor Shute clarified that in the sale agreement would vacate the easement. Melton said it would initiate a requirement to fix the line in the title work, and require the work be done before the property sells. Denk said that could be in the easement document when it's vacated. Melton said it will come up on the title that this work has to be done. Denk said there are options they

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can work through with the owner. Councilmember Winters asked if the owner is requesting easement. Shute said it needs to be on record and has to have an easement. Councilmember Baldwin said the line affects both sides of the home, so they'll affect two people when it sells at different times. The first one pays and second one is free? Melton said the owner owns both sides currently. There is a chance when he sells one of them, he will have to pay, or have money coming in where the others will pay for it. Baldwin said it would disclose that it would cost them extra. Melton said they could do a temporary easement, and then when the property sells later, there is a clause that it would have to be fixed as a condition of the sale. Mr. Hecke thought the owner would be agreeable to that. Hecke asked if that might be an issue for lenders? Melton said no. Shute asked if there was consensus to work through that option. Consensus was achieved.

Director Powell said inspectors issued TCO for Price Chopper for June 3<sup>rd</sup>. Shute is looking forward to ribbon cutting and thanked the staff for their work on that.

Councilmember Melton asked if they could revisit the pool? City Administrator Pruetting said it's not just distancing, it was more a budget decision. Shute said if they opened it would be after July 1, and they couldn't recover half of the operating costs. Melton reminded everyone that there is a CPAC meeting on June 29 meeting at Justice Center.

Councilmember Baldwin asked if refunds have gone out for baseball. Director Bruce said staff have started the process with their software company, and this should happen very soon.

Councilmember Roberts for an update on 4<sup>th</sup> of July event. Director Bruce said staff are finishing details and will have an announcement later this week. Roberts noted after the budget discussion last meeting, she heard about a shake-up with staff in the Planning department and asked if they are cutting staff. City Administrator Pruetting said that was personnel issue, and not budget related.

Mayor Shute noted that everyone is dealing with current events. He asked City Administrator Pruetting to offer assurances regarding readiness, to give residents confidence. Pruetting said Johnson County started working on civil unrest plan several years ago. The city does not have individual necessary resources, but can draw from other agencies. Chief Belcher and Pruetting began discussions on how to become more self-reliant. Shute mentioned the city is in close coordination with Johnson County Sheriff Department. Residents can rest assured the city will be able to support and protect the citizens.

**EXECUTIVE SESSION**

**1. Consider entering into executive session to discuss matters of attorney-client privilege.**

Recess into executive session pursuant to K.S.A. 75-4319 (b) (2), to discuss matters of attorney-client privilege beginning at 7:46 pm; returning to regular session at 7:56 pm.

Councilmember Melton made a motion to recess into executive session pursuant to K.S.A. 75-4319 (b) (2), to discuss matters of attorney-client privilege beginning at 7:46 p.m.; and returning to regular session at 7:56 p.m.

Councilmember Baldwin seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

Councilmember Baldwin made a motion to resume regular session at 7:56 p.m.;

Councilmember Gregorcyk seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

Councilmember Baldwin made a motion to recess into executive session pursuant to K.S.A. 75-4319 (b) (2), to discuss matters of attorney-client privilege beginning at 7:56 p.m.; and returning to regular session at 8:11 p.m.

Councilmember Gregorcyk seconded.

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With all of the Councilmembers voting in favor of the motion, the motion carried.

Councilmember Gregorcyk made a motion to resume regular session at 8:11 p.m.;

Councilmember Melton seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

**ADJOURNMENT**

There being no further business to come before the Council, on a motion duly made by Councilmember Melton and seconded by Councilmember Gregorcyk the meeting adjourned at 8:11p.m.

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City Clerk

VEND NO	SEQ#	VENDOR NAME		BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO	NO						AMOUNT
0003884	00	ACTIVE NETWORK, LLC.							
1000137797		002632		00	05/29/2020	001-0000-347.01-00	YOUTH BST CC REFUNDS	EFT:	39,299.00
VENDOR TOTAL *								.00	39,299.00
0000350	00	AFFINIS CORP.							
7786		PI0212	006982	00	05/21/2020	130-3130-431.62-04	CONSULTING SERVICES	EFT:	6,947.50
VENDOR TOTAL *								.00	6,947.50
0000056	00	AMERICAN EQUIPMENT CO.							
65352		PI0215	007258	00	05/26/2020	001-3120-431.52-16	DUMP TRUCK SPREADER	EFT:	4,302.95
VENDOR TOTAL *								.00	4,302.95
0001986	00	ANIXTER, INC.							
4604757-00		002592		00	05/29/2020	403-4130-441.62-15	ELBOWS	EFT:	3,480.78
4604008-00		002597		00	05/29/2020	501-4120-441.53-02	GLOVES	EFT:	157.65
4609122-00		002593		00	05/29/2020	501-4130-441.53-02	HARDHATS	EFT:	100.94
4606026-00		002594		00	05/29/2020	501-4130-441.52-31	WIRE	EFT:	2,909.85
4586539-00		002595		00	05/29/2020	501-4130-441.52-31	FUSES	EFT:	706.11
4589234-00		002596		00	05/29/2020	501-4130-441.52-25	SCREW IN FOUNDATION	EFT:	2,216.87
4604008-00		002598		00	05/29/2020	501-4130-441.53-02	GLOVES	EFT:	472.93
4594716-00		PI0219	007325	00	05/08/2020	501-4130-441.52-25	LED LIGHTS	EFT:	5,465.98
4602646-00		PI0221	007327	00	05/15/2020	501-4130-441.52-25	LED LIGHTS	EFT:	5,465.98
4590317-00		PI0222	007328	00	05/08/2020	501-4130-441.52-31	CABLE FOR ELECT. DIST.	EFT:	20,121.94
4478263-00		PI0224	007332	00	05/19/2020	501-4130-441.52-31	SWITCHGEAR CABINET	EFT:	12,795.44
4441308-00		PI0226	007335	00	05/06/2020	501-4130-441.52-31	STREETLIGHT POLES	EFT:	9,995.07
4595269-00		PI0227	007336	00	05/08/2020	501-4130-441.52-31	WIRE	EFT:	5,785.64
VENDOR TOTAL *								.00	69,675.18
0004876	00	ARTHUR GALLAGHER RISK MANAGEMENT							
3448024		002599		00	05/29/2020	601-1230-412.45-02	AIRPORT LIABILITY FUEL	EFT:	344.00
VENDOR TOTAL *								.00	344.00
0001773	00	BHC RHODES							
36681		PI0216	007293	00	05/15/2020	001-3130-431.31-10	PROFESSIONAL SERVICES	EFT:	1,350.00
VENDOR TOTAL *								.00	1,350.00
0002420	00	BRENNTAG MID-SOUTH, INC							
BMS587140		PI0214	007234	00	05/20/2020	521-4220-442.52-13	CHEMICALS	EFT:	2,486.25
VENDOR TOTAL *								.00	2,486.25
0004983	00	BROCK, MICHAEL							
05222020		002591		00	05/29/2020	521-4240-442.61-03	EASEMENT	2,500.00	
VENDOR TOTAL *								2,500.00	
0000312	00	C & G MERCHANTS SUPPLY, INC.							
143918		002600		00	05/29/2020	001-2110-421.52-20	OFFICE SUPPLIES	112.70	
VENDOR TOTAL *								112.70	
0099999	00	CALVIN SUTTERBY							
05262020		002632		00	05/29/2020	001-6130-461.53-02	GAC STAFF GEAR REFUND	46.25	

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND- ISSUED AMOUNT
0099999	00	CALVIN SUTTERBY						
						VENDOR TOTAL *	46.25	
0004617 3-AP-1901	00	CENTRAL PLUMBING PI0213 007192	00	05/26/2020	551-4540-445.62-10	SEWER EXTENSION	35,152.20	
						VENDOR TOTAL *	35,152.20	
0000001 313440714	00 0520	CENTURYLINK 002602	00	05/29/2020	117-3120-431.43-11	MONTHLY BILLING	210.54	
314105759	0520	002604	00	05/29/2020	521-4220-442.40-03	MONTHLY BILLING	104.00	
313239127	0520	002601	00	05/29/2020	531-4320-443.40-03	MONTHLY BILLING	268.06	
320501840	0520	002603	00	05/29/2020	602-1340-413.40-03	MONTHLY BILLING	85.10	
						VENDOR TOTAL *	667.70	
0000429 5017022335	00	CINTAS FIRE PROTECTION 002605	00	05/29/2020	521-4220-442.31-15	MONTHLY BILLING	EFT:	114.84
						VENDOR TOTAL *	.00	114.84
0003481 817000897-20	00	DPC INDUSTRIES INC PI0218 007320	00	05/12/2020	521-4220-442.52-13	CHLORINE	EFT:	643.00
						VENDOR TOTAL *	.00	643.00
0099999 05262020	00	ELENA MOSS 002632	00	05/29/2020	001-6130-461.53-02	GAC STAFF GEAR REFUND	91.00	
						VENDOR TOTAL *	91.00	
0099999 05262020	00	ELLA SCHILLER 002632	00	05/29/2020	001-6130-461.53-02	GAC STAFF GEAR REFUND	40.00	
						VENDOR TOTAL *	40.00	
0002956 KSKA351267	00	FASTENAL CO. 002608	00	05/29/2020	001-6120-461.52-01	GEN. REPAIRS & MATERIALS	EFT:	18.56
KSKA351383		002609	00	05/29/2020	001-6120-461.52-01	PAINT	EFT:	13.38
KSKA351435		002610	00	05/29/2020	001-6120-461.52-01	PAINT	EFT:	6.69
KSKA351930		002615	00	05/29/2020	001-6120-461.52-01	GEN. REPAIRS & MATERIALS	EFT:	43.74
KSKA349488		002606	00	05/29/2020	501-4120-441.52-12	CREDIT FOR RETURN	EFT:	156.88
KSKA349490		002607	00	05/29/2020	501-4120-441.52-12	CREDIT FOR RETURN	EFT:	9.58
KSKA351604		002611	00	05/29/2020	501-4120-441.43-01	SCREWS	EFT:	31.02
KSKA351608		002612	00	05/29/2020	501-4130-441.52-12	ZIPTIES - SHOP STOCK	EFT:	25.67
KSKA351608		002613	00	05/29/2020	501-4130-441.52-02	SHOVEL - SHOP	EFT:	8.80
KSKA351627		002614	00	05/29/2020	501-4130-441.52-12	BOLTS	EFT:	21.12
KSKA352060		002616	00	05/29/2020	501-4130-441.52-12	HARDWARE	EFT:	8.00
KSKA352276		002617	00	05/29/2020	521-4230-442.52-02	CORDLESS GREASE GUN	EFT:	224.99
KSKA352349		002619	00	05/29/2020	521-4230-442.52-20	BATTERIES - LINE MAINT.	EFT:	13.56
KSKA352276		002618	00	05/29/2020	531-4330-443.52-02	CORDLESS GREASE GUN	EFT:	225.00
KSKA352349		002620	00	05/29/2020	531-4330-443.52-20	BATTERIES - LINE MAINT.	EFT:	13.57
KSKA352372		002621	00	05/29/2020	531-4330-443.43-02	HARDWARE-SEWER CAMERA	EFT:	15.39
						VENDOR TOTAL *	.00	503.03
0099999	00	GINI LIVELEY						

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0099999 2002888.002	00	GINI LIVELEY 002589	00	05/29/2020	001-0000-228.40-00	SR BLDG DEPOSIT REFUND	60.00	
						VENDOR TOTAL *	60.00	
0000181 9530170050	00	GRAINGER 002622	00	05/29/2020	521-4220-442.52-12	PROPELLER	EFT:	14.12
						VENDOR TOTAL *	.00	14.12
0099999 000058783	00	HARPER, SEAN, MAYLEE BRYANT UT	00	05/22/2020	501-0000-229.00-00	FINAL BILL REFUND	26.11	
						VENDOR TOTAL *	26.11	
0000463 03272020	00	HOLIDAY CONTRACTING, INC. 002623	00	05/29/2020	001-6120-461.61-03	BLDG/FACILITY IMPROVEMENT	EFT:	4,044.00
						VENDOR TOTAL *	.00	4,044.00
0000481 1500113410	00	HOLLIDAY SAND AND GRAVEL 002624	00	05/29/2020	117-3120-431.43-11	AXEL TRUCK	EFT:	71.50
						VENDOR TOTAL *	.00	71.50
0000995 8195093	00	JCI INDUSTRIES INC. PI0211 007329	00	04/30/2020	531-4340-443.63-77	SUBMERSIBLE PUMP	EFT:	45,882.00
						VENDOR TOTAL *	.00	45,882.00
0099999 2002889.002	00	JENNIFER JONES 002590	00	05/29/2020	001-0000-347.01-00	T-BALL & SB REFUND	135.00	
						VENDOR TOTAL *	135.00	
0002760 174086	00	KA-COMM, INC 002625	00	05/29/2020	001-2120-421.43-05	REPLACEMENT TRANSMITTER	EFT:	37.56
						VENDOR TOTAL *	.00	37.56
0002671 105962227	00 0520	KANSAS GAS SERVICE 002632	00	05/29/2020	001-6120-461.40-04	MONTHLY BILLING	70.16	
						VENDOR TOTAL *	70.16	
0002806 02-220605 02-215637 02-214078	00	KANSAS GOLF AND TURF, INC 002626 002627 002628	00 00 00	05/29/2020 05/29/2020 05/29/2020	001-6120-461.43-02 001-6120-461.43-02 001-6120-461.43-02	MOWER REPAIR MOWER REPAIR SMALL EQUIPMENT REPAIR	EFT: EFT: EFT:	88.78 62.59 140.16
						VENDOR TOTAL *	.00	291.53
0099999 05262020	00	KARISHMA CAMPOS 002632	00	05/29/2020	001-6130-461.53-02	GAC STAFF GEAR REFUND	20.00	
						VENDOR TOTAL *	20.00	
0099999 05262020	00	KEEGHAN TROUTMAN 002632	00	05/29/2020	001-6130-461.53-02	GAC STAFF GEAR REFUND	133.00	
						VENDOR TOTAL *	133.00	
0000076	00	KONICA MINOLTA BUSINESS SOLUTIONS						

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000076 265888754	00	KONICA MINOLTA BUSINESS SOLUTIONS 002629	00	05/29/2020	602-1340-413.43-02	MONTHLY BILLING	EFT:	230.00
						VENDOR TOTAL *	.00	230.00
0001542 159659	00	L & M DISTRIBUTING 002630	00	05/29/2020	531-4320-443.52-13	MICRO ZYMES	EFT:	1,611.90
						VENDOR TOTAL *	.00	1,611.90
0099999 05262020	00	LILLIE BALDWIN 002632	00	05/29/2020	001-6130-461.53-02	GAC STAFF GEAR REFUND	83.00	
						VENDOR TOTAL *	83.00	
0099999 000062789	00	LOFTISS, KELSEY & MEGAN COTTLE UT	00	05/22/2020	501-0000-229.00-00	FINAL BILL REFUND	64.74	
						VENDOR TOTAL *	64.74	
0099999 05262020	00	MAKENA ANDREASON 002632	00	05/29/2020	001-6130-461.53-02	GAC STAFF GEAR REFUND	20.00	
						VENDOR TOTAL *	20.00	
0000233 14947	00	MAXIMUM LAWN CARE PI0217 007297	00	05/26/2020	001-3120-431.31-15	BUSH HOG MOWING	EFT:	2,860.00
						VENDOR TOTAL *	.00	2,860.00
0099999 05262020	00	MELINDA CAMPOS 002632	00	05/29/2020	001-6130-461.53-02	GAC STAFF GEAR REFUND	70.00	
						VENDOR TOTAL *	70.00	
0000125 06012020	00	MIDWEST PUBLIC RISK- EB CONTRIB 002632	00	05/29/2020	001-1120-411.21-01	MONTHLY BILLING	EFT:	3,869.62
06012020		002632	00	05/29/2020	001-1140-411.21-01	MONTHLY BILLING	EFT:	2,298.12
06012020		002632	00	05/29/2020	001-1150-411.21-01	MONTHLY BILLING	EFT:	584.42
06012020		002633	00	05/29/2020	001-1305-413.21-01	MONTHLY BILLING	EFT:	1,704.80
06012020		002633	00	05/29/2020	001-1310-413.21-01	MONTHLY BILLING	EFT:	5,673.98
06012020		002633	00	05/29/2020	001-1330-413.21-01	MONTHLY BILLING	EFT:	2,646.12
06012020		002633	00	05/29/2020	001-2110-421.21-01	MONTHLY BILLING	EFT:	8,837.60
06012020		002633	00	05/29/2020	001-2120-421.21-01	MONTHLY BILLING	EFT:	20,648.30
06012020		002633	00	05/29/2020	001-2130-421.21-01	MONTHLY BILLING	EFT:	584.42
06012020		002633	00	05/29/2020	001-3110-431.21-01	MONTHLY BILLING	EFT:	1,278.38
06012020		002633	00	05/29/2020	001-3116-431.21-01	MONTHLY BILLING	EFT:	1,075.70
06012020		002633	00	05/29/2020	001-3120-431.21-01	MONTHLY BILLING	EFT:	5,290.34
06012020		002633	00	05/29/2020	001-3130-431.21-01	MONTHLY BILLING	EFT:	3,058.38
06012020		002633	00	05/29/2020	001-6105-461.21-01	MONTHLY BILLING	EFT:	5,328.98
06012020		002633	00	05/29/2020	001-6120-461.21-01	MONTHLY BILLING	EFT:	5,898.80
06012020		002633	00	05/29/2020	001-7110-471.21-01	MONTHLY BILLING	EFT:	5,471.30
06012020		002633	00	05/29/2020	001-7120-471.21-01	MONTHLY BILLING	EFT:	4,076.88
06012020		002633	00	05/29/2020	501-4110-441.21-01	MONTHLY BILLING	EFT:	3,797.02
06012020		002633	00	05/29/2020	501-4120-441.21-01	MONTHLY BILLING	EFT:	4,168.42
06012020		002633	00	05/29/2020	501-4130-441.21-01	MONTHLY BILLING	EFT:	9,522.66
06012020		002633	00	05/29/2020	521-4220-442.21-01	MONTHLY BILLING	EFT:	6,398.14

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000125	00	MIDWEST PUBLIC RISK- EB CONTRIB						
06012020		002633	00	05/29/2020	521-4230-442.21-01	MONTHLY BILLING	EFT:	8,533.46
06012020		002633	00	05/29/2020	531-4320-443.21-01	MONTHLY BILLING	EFT:	5,504.04
06012020		002632	00	05/29/2020	601-1230-412.21-01	MONTHLY BILLING	EFT:	594.62
06012020		002633	00	05/29/2020	601-1230-412.31-15	MONTHLY BILLING	EFT:	1,197.18
06012020		002633	00	05/29/2020	602-1340-413.21-01	MONTHLY BILLING	EFT:	3,542.52
06012020		002633	00	05/29/2020	604-1320-413.21-01	MONTHLY BILLING	EFT:	6,977.00
06012020		002632	00	05/29/2020	721-0000-202.03-08	MONTHLY BILLING	EFT:	24,394.54
VENDOR TOTAL *							.00	152,955.74
0000142	00	OLATHE WINWATER WORKS						
149702 00		002631	00	05/29/2020	521-4230-442.52-12	PIPES & GASKETS	EFT:	400.80
149708 00		002631	00	05/29/2020	521-4230-442.52-12	BLUE TRACER WIRE	EFT:	80.00
VENDOR TOTAL *							.00	480.80
0000145	00	PEPSI-COLA						
16783803		002633	00	05/29/2020	001-6110-461.52-15	CONCESSION BEVERAGES	EFT:	1,431.38
VENDOR TOTAL *							.00	1,431.38
0099999	00	PIERSON CARLISLE						
05262020		002632	00	05/29/2020	001-6130-461.53-02	GAC STAFF GEAR REFUND	58.75	
VENDOR TOTAL *							58.75	
0004715	00	PROPET DISTRIBUTORS, INC						
129917		002631	00	05/29/2020	001-6120-461.52-01	PET WASTE BOXES	EFT:	140.90
VENDOR TOTAL *							.00	140.90
0003110	00	REJIS COMMISSION						
438660		002633	00	05/29/2020	001-2110-421.31-15	REJIS TRANSACTIONS	EFT:	90.28
VENDOR TOTAL *							.00	90.28
0004502	00	SAFEDEFEND, LLC						
20-1281		002631	00	05/29/2020	001-2110-421.31-15	ANNUAL FEES	EFT:	1,500.00
20-1280		002631	00	05/29/2020	001-2110-421.31-15	SUPPORT PLAN	EFT:	400.00
VENDOR TOTAL *							.00	1,900.00
0004964	00	SCHLAGEL & ASSOCIATES, P.A.						
29450		PI0223 007330	00	05/13/2020	531-4340-443.62-10	TRUNK LINES-SEWER INTERCP	EFT:	10,229.03
VENDOR TOTAL *							.00	10,229.03
0004979	00	SHADE STRUCTURES INC						
1319273		002631	00	05/29/2020	001-0000-201.00-00	POOL SHADE REPAIRS	EFT:	2,850.00
VENDOR TOTAL *							.00	2,850.00
0099999	00	SHAYLAN HANEY						
05262020		002632	00	05/29/2020	001-6130-461.53-02	GAC STAFF GEAR REFUND	20.00	
VENDOR TOTAL *							20.00	
0004418	00	STEEL IMAGES, INC.						
01282020		000169	00	01/31/2020	001-6110-461.54-51	CREDIT FOR DBL PYMT	EFT:	846.00-

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004418	00	STEEL IMAGES, INC.						
						VENDOR TOTAL *	.00	846.00-
0004785 2528371	00	SUMNERONE, INC 002631	00	05/29/2020	501-4110-441.43-02	MONTHLY BILLING	EFT:	61.19
						VENDOR TOTAL *	.00	61.19
0004482 278611	00	SUPERION, LLC PI0225 007333	00	05/07/2020	602-1340-413.47-05	ASP TECHNICAL FEE	EFT:	7,441.15
						VENDOR TOTAL *	.00	7,441.15
0002012 M2965	00	SYSTEMS MANUFACTURING, INC 002631	00	05/29/2020	521-4220-442.31-15	ANNUAL FEE	EFT:	500.00
						VENDOR TOTAL *	.00	500.00
0002055 18877	00	TG TECHNICAL SERVICES 002631	00	05/29/2020	521-4220-442.31-15	SEMI-ANNUAL SERVICE	EFT:	425.00
						VENDOR TOTAL *	.00	425.00
0002594 05262020	00	USD # 231 GARDNER EDGERTON 002632	00	05/29/2020	001-0000-229.00-00	NASRO REFUND-SRO CONFEREN	EFT:	1,350.00
						VENDOR TOTAL *	.00	1,350.00
0004982 05202020	00	WALLER, JEFFREY PI0220 007326	00	05/20/2020	521-4240-442.61-03	EASEMENT PURCHASE	8,200.00	
						VENDOR TOTAL *	8,200.00	
0003221 65459201	00	WEX BANK 002631	00	05/29/2020	001-2110-421.52-09	FUEL	EFT:	100.72
65459201		002631	00	05/29/2020	001-2120-421.52-09	FUEL	EFT:	2,782.59
65459201		002631	00	05/29/2020	001-2130-421.52-09	FUEL	EFT:	77.93
65459201		002631	00	05/29/2020	001-3116-431.52-09	FUEL	EFT:	38.92
65459201		002631	00	05/29/2020	001-3120-431.52-09	FUEL	EFT:	672.01
65459201		002631	00	05/29/2020	001-3130-431.52-09	FUEL	EFT:	95.51
65459201		002631	00	05/29/2020	001-6120-461.52-09	FUEL	EFT:	922.08
65459201		002631	00	05/29/2020	001-7120-471.52-09	FUEL	EFT:	145.47
65459201		002631	00	05/29/2020	603-3150-431.52-09	FUEL	EFT:	57.84
65459201		002631	00	05/29/2020	604-1320-413.52-09	FUEL	EFT:	296.14
						VENDOR TOTAL *	.00	5,189.21
0099999 000062609	00	WOLF, STEVE UT	00	05/22/2020	501-0000-229.00-00	FINAL BILL REFUND	100.00	
						VENDOR TOTAL *	100.00	
						EFT/EPAY TOTAL ***		364,907.04
						TOTAL EXPENDITURES *****	47,670.61	364,907.04
					GRAND TOTAL	*****		412,577.65

PREPARED 5/29/20, 8:31:20  
PROGRAM GM342U  
CITY OF GARDNER

NEGATIVE CHECK REGISTER

PAGE 1

VENDOR NUMBER VENDOR NAME		AMOUNT
4418	STEEL IMAGES, INC.	846.00-

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004265 8162208	00	ACCESS INFORMATION PROTECTED 002655	00	06/05/2020	001-1150-411.31-15	MONTHLY BILLING	1,284.00	
						VENDOR TOTAL *	1,284.00	
0099999 000059977	00	AINO KS, LLC UT	00	06/03/2020	501-0000-229.00-00	MANUAL CHECK	251.22	
						VENDOR TOTAL *	251.22	
0003525 934180	00	ALLEN, GIBBS & HOULIK LC PI0234 007338	00	05/20/2020	001-1305-413.31-01	AUDIT SERVICES	EFT:	12,500.00
						VENDOR TOTAL *	.00	12,500.00
0000029 50586200	00	ALTEC INDUSTRIES, INC. 002656	00	06/05/2020	501-4130-441.43-05	REPAIR OIL LEAK TR# 401	EFT:	505.99
						VENDOR TOTAL *	.00	505.99
0000056 65353	00	AMERICAN EQUIPMENT CO. PI0230 007258	00	05/27/2020	001-3120-431.52-16	SALT SPREADER STAND	EFT:	4,302.95
						VENDOR TOTAL *	.00	4,302.95
0004287 D168396	00	AMERICAN FIDELITY - SUPPLEMENTAL 002639	00	06/05/2020	721-0000-202.03-07	CONTRIBUTIONS	EFT:	7,256.32
						VENDOR TOTAL *	.00	7,256.32
0004301 2071232	00	AMERICAN FIDELITY ASSURANCE CO 002657	00	06/05/2020	721-0000-202.03-11	CONTRIBUTIONS	EFT:	1,399.98
						VENDOR TOTAL *	.00	1,399.98
0000607 03564554-2020	00	AMERICAN WATER WORKS ASSOC 002640	00	06/05/2020	521-4220-442.46-02	MEMBERSHIP-TYE GORDON	EFT:	204.00
00666960-2020		002641	00	06/05/2020	521-4220-442.46-02	MEMBERSHIP-JERRY SICKS	EFT:	75.00
						VENDOR TOTAL *	.00	279.00
0099999 2002810.002	00	ANDREA BLAKEY 001512	00	06/03/2020	001-0000-347.01-00	11/12 SB REFUND	80.00	
2002810.002		001512	00	04/10/2020	001-0000-347.01-00	11/12 SB REFUND	CHECK #: 128078	80.00-
						VENDOR TOTAL *	80.00	80.00-
0001986 4612250-00	00	ANIXTER, INC. 002659	00	06/05/2020	403-4130-441.62-15	LIFT STATION	EFT:	2,300.41
4513585-00		002642	00	06/05/2020	501-4130-441.52-31	TRANSFORMERS	EFT:	3,470.36
4503411-00		PI0233 007337	00	05/22/2020	501-4130-441.52-31	PRIMARY CABLE	EFT:	6,820.29
4609357-00		002658	00	06/05/2020	501-4130-441.52-31	TERMINATORS & HARDWARE	EFT:	1,892.82
4608652-00		002660	00	06/05/2020	501-4130-441.52-31	FIBERGLASS CABINETS	EFT:	4,789.53
						VENDOR TOTAL *	.00	19,273.41
0003515 2248826	00	AUGUSTINE EXTERMINATORS INC 002643	00	06/05/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	49.44
2248832		002644	00	06/05/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	29.87
2248832		002644	00	06/05/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	29.87

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003515	00	AUGUSTINE EXTERMINATORS INC						
2248835		002644	00	06/05/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	39.14
2248831		002644	00	06/05/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	28.84
2248836		002644	00	06/05/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	39.14
2248834		002644	00	06/05/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	49.44
2248833		002644	00	06/05/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	28.84
2248828		002644	00	06/05/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	28.84
2248827		002644	00	06/05/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	25.75
2248830		002644	00	06/05/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	39.14
2248829		002644	00	06/05/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	58.71
2248823		002644	00	06/05/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	49.44
2248822		002644	00	06/05/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	96.00
						VENDOR TOTAL *	.00	592.46
0002420	00	BRENNTAG MID-SOUTH, INC						
BMS591895		PI0229 007234	00	05/27/2020	521-4220-442.52-13	CHEMICALS	EFT:	2,486.25
						VENDOR TOTAL *	.00	2,486.25
0001834	00	C & C GROUP						
33714		002644	00	06/05/2020	501-4120-441.31-15	ANNUAL BILLING	EFT:	4,023.50
33749		002661	00	06/05/2020	603-3150-431.31-15	FA MONITORING	EFT:	720.00
						VENDOR TOTAL *	.00	4,743.50
0004117	00	CENTURYLINK BUSINESS SERVICES						
1492353525		002662	00	06/05/2020	602-1340-413.40-03	MONTHLY BILLING	1,365.31	
						VENDOR TOTAL *	1,365.31	
0002321	00	CES						
OLA/051466		002644	00	06/05/2020	501-4120-441.43-01	HALLWAY LIGHT	EFT:	70.05
						VENDOR TOTAL *	.00	70.05
0099999	00	CHRISTIENSEN, GRANT						
000061301		UT	00	06/03/2020	501-0000-229.00-00	FINAL BILL REFUND	15.37	
						VENDOR TOTAL *	15.37	
0000070	00	COLONIAL LIFE & ACCIDENT INS CO.						
8112369-06019660		002644	00	06/05/2020	721-0000-202.03-07	CONTRIBUTIONS	EFT:	737.46
						VENDOR TOTAL *	.00	737.46
0003582	00	CONTECH ENGINEERED SOLUTIONS LLC						
20042078		002645	00	06/05/2020	001-6120-461.52-01	GOLF COURSE BRIDGE REPAIR	215.00	
						VENDOR TOTAL *	215.00	
0099999	00	DANN, TERRI						
000057987		UT	00	06/03/2020	501-0000-229.00-00	FINAL BILL REFUND	100.00	
						VENDOR TOTAL *	100.00	
0003193	00	DUTCH BOY MOTORS & GARAGE DOORS						
2411		002663	00	06/05/2020	603-3150-431.31-15	GARAGE DOOR REPAIRS	EFT:	73.50
						VENDOR TOTAL *	.00	73.50
0002825	00	EHLERS						

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
0002825	00	EHLERS							
83539		002645		00	06/05/2020	501-9100-491.75-00	2020A	EFT:	5,454.88
83539		002645		00	06/05/2020	521-9100-491.75-00	2020A	EFT:	68,161.99
83539		002645		00	06/05/2020	521-9100-491.75-00	2020A	EFT:	683.13
VENDOR TOTAL *								.00	74,300.00
0002511	00	ENRIGHT LAWNS, INC							
23589		002645		00	06/05/2020	001-2110-421.47-56	ABATEMENT MOWING	EFT:	200.00
VENDOR TOTAL *								.00	200.00
0004946	00	EVERGY							
4469208877	052000	02665		00	06/05/2020	521-4220-442.40-05	MONTHLY BILLING	52.30	
7011930732	052000	02645		00	06/05/2020	531-4320-443.40-05	MONTHLY BILLING	318.19	
6466308678	052000	02664		00	06/05/2020	531-4320-443.40-05	MONTHLY BILLING	224.66	
VENDOR TOTAL *								595.15	
0000855	00	EWING IRRIGATION PRODUCTS, INC							
9201417		002645		00	06/05/2020	001-6120-461.52-01	TURF SERVICE PROGRAM	648.83	
VENDOR TOTAL *								648.83	
0099999	00	HEATHER HUBBS							
2002956.002	002	002652		00	06/05/2020	001-0000-347.01-00	BST REFUND	190.00	
VENDOR TOTAL *								190.00	
0000481	00	HOLLIDAY SAND AND GRAVEL							
1500114496		002645		00	06/05/2020	117-3120-431.43-11	AXEL TRUCK	EFT:	71.50
1500114890		002645		00	06/05/2020	117-3120-431.43-11	AXEL TRUCK	EFT:	143.00
1500115537		002645		00	06/05/2020	117-3120-431.43-11	AXEL TRUCK	EFT:	71.50
1500116077		002645		00	06/05/2020	117-3120-431.43-11	AXEL TRUCK	EFT:	143.00
1500116702		002645		00	06/05/2020	117-3120-431.43-11	AXEL TRUCK	EFT:	286.00
VENDOR TOTAL *								.00	715.00
0099999	00	HORNBACK, TRACI							
000028439		UT		00	06/03/2020	501-0000-229.00-00	FINAL BILL REFUND	67.49	
VENDOR TOTAL *								67.49	
0000102	00	ICMA RETIREMENT TRUST - 457							
344179		002670		00	06/05/2020	721-0000-202.03-04	CONTRIBUTIONS	CHECK #: 101	8,075.21
VENDOR TOTAL *								.00	8,075.21
0004224	00	INNOVATIVE CONCESSIONS ENTERPRISES							
KCS4000163		002645		00	06/05/2020	001-6110-461.52-15	CONCESSION FOOD	678.72	
VENDOR TOTAL *								678.72	
0099999	00	JENNIFER NINEN							
2002950.002		002650		00	06/05/2020	001-0000-347.01-00	BST REFUND	55.00	
2002951.002		002651		00	06/05/2020	001-0000-347.01-00	BST REFUND	70.00	
VENDOR TOTAL *								125.00	
0099999	00	JENNIFER POSTEL							

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0099999 2002924.002	00 002	JENNIFER POSTEL 002635	00	06/05/2020	001-0000-347.01-00	BST REFUND	40.00	
						VENDOR TOTAL *	40.00	
0099999 06022020	00	JENNY CAPPELATTI 002638	00	06/05/2020	001-6130-461.53-02	GAC STAFF GEAR REFUND	20.00	
						VENDOR TOTAL *	20.00	
0003323 20-276	00	KANSAS DEPARTMENT OF REVENUE 002645	00	06/05/2020	001-2110-421.43-05	CONFIDENTIAL CAR TAGS	405.00	
						VENDOR TOTAL *	405.00	
0000112 50651	00	KANSAS ONE-CALL SYSTEM, INC. 002666	00	06/05/2020	501-4130-441.40-06	LOCATES	EFT:	20.40
						VENDOR TOTAL *	.00	20.40
0000332 05282020	00	KANSAS STATE TREASURER 002645	00	06/05/2020	501-9100-491.75-00	2020A	426.40	
05282020		002645	00	06/05/2020	521-9100-491.75-00	2020A	4,850.30	
05282020		002645	00	06/05/2020	521-9100-491.75-00	2020A	53.30	
						VENDOR TOTAL *	5,330.00	
0099999 2002922.002	00 002	KATIE NARINE 002636	00	06/05/2020	001-0000-347.01-00	COMP BASEBALL	1,000.00	
						VENDOR TOTAL *	1,000.00	
0099999 2002938.002	00 002	KIELI GEBREMESKEL 002653	00	06/05/2020	001-0000-347.01-00	BASEBALL REFUND	75.00	
2002939.002		002654	00	06/05/2020	001-0000-347.01-00	BASEBALL REFUND	60.00	
						VENDOR TOTAL *	135.00	
0002999 154309271	00	KONECRANES, INC 002645	00	06/05/2020	521-4220-442.31-15	2020 OSHA COMPLIANCE	EFT:	1,000.00
						VENDOR TOTAL *	.00	1,000.00
0002489 1545295	00	KPERS 002671	00	06/05/2020	721-0000-202.03-01	060420 PAY PERIOD	CHECK #: 112	39,843.63
						VENDOR TOTAL *	.00	39,843.63
0003568 1545305	00	KPERS RETIREMENT 002672	00	06/05/2020	721-0000-202.03-03	060420 PAY PERIOD	CHECK #: 118	2,107.31
						VENDOR TOTAL *	.00	2,107.31
0002490 1545311	00	KPF 002673	00	06/05/2020	721-0000-202.03-02	060420 PAY PERIOD	CHECK #: 113	27,788.99
						VENDOR TOTAL *	.00	27,788.99
0001103 2714026	00	KUTAK ROCK LLP 002645	00	06/05/2020	501-9100-491.75-00	2020A	EFT:	2,066.00
2714026		002645	00	06/05/2020	521-9100-491.75-00	2020A	EFT:	23,500.75

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001103 2714026	00	KUTAK ROCK LLP 002645	00	06/05/2020	521-9100-491.75-00	2020A	EFT:	258.25
VENDOR TOTAL *							.00	25,825.00
0099999 2002920.002	00	LARISSA SMITH 002637	00	06/05/2020	001-0000-347.01-00	BST REFUND	20.00	
VENDOR TOTAL *							20.00	
0004949 L85956 L86037	00	LEGAL RECORD, THE 002645 002645	00	06/05/2020 06/05/2020	001-1150-411.47-01 001-7110-471.47-01	PUB. HEARING ORD. SUMMARY	15.74 3.93	
VENDOR TOTAL *							19.67	
0099999 000052273	00	LEWIS, MANDY UT	00	06/03/2020	501-0000-229.00-00	FINAL BILL REFUND	30.41	
VENDOR TOTAL *							30.41	
0099999 000064217	00	MALEY & SONS UT	00	06/03/2020	501-0000-229.00-00	FINAL BILL REFUND	262.61	
VENDOR TOTAL *							262.61	
0099999 000043269	00	MAMIE KEVIN, CHRISTIAN SANDRA UT	00	06/03/2020	501-0000-229.00-00	FINAL BILL REFUND	462.76	
VENDOR TOTAL *							462.76	
0003996 66145	00	MARVIN'S TOW SERVICE INC-GARDNER 002645	00	06/05/2020	001-3120-431.43-05	TOW FOR REPAIR	EFT:	372.00
VENDOR TOTAL *							.00	372.00
0099999 000047387	00	MAWIEN, DUT UT	00	06/03/2020	501-0000-229.00-00	MANUAL CHECK	142.17	
VENDOR TOTAL *							142.17	
0003700 837817 837818 837819 837820 837799	00	MCANANY VAN CLEAVE & PHILLIPS PA 002645 002645 002645 002645 PI0235 007340	00	06/05/2020 06/05/2020 06/05/2020 06/05/2020 05/22/2020	001-1120-411.31-02 001-1120-411.31-02 001-1120-411.31-02 001-1120-411.31-02 001-1120-411.31-02	LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES	EFT: EFT: EFT: EFT: EFT:	123.00 3,744.50 3,083.50 164.00 11,000.00
VENDOR TOTAL *							.00	18,115.00
0099999 000062231	00	MCGEE, KATELYN UT	00	06/03/2020	501-0000-229.00-00	FINAL BILL REFUND	57.30	
VENDOR TOTAL *							57.30	
0000498 14656	00	MID-AMERICA PUMP 002645	00	06/05/2020	531-4320-443.31-15	PUMP REPAIR	EFT:	2,454.08
VENDOR TOTAL *							.00	2,454.08
0004464	00	MID-STATE RENTAL						

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004464 108752-2	00	MID-STATE RENTAL 002645	00	06/05/2020	501-4130-441.52-12	SIDEWALK CLOSED SIGN	EFT:	418.28
						VENDOR TOTAL *	.00	418.28
0099999 000046757	00	MIDWEST MILLING SERVICE UT	00	06/03/2020	501-0000-229.00-00	FINAL BILL REFUND	404.36	
						VENDOR TOTAL *	404.36	
0003197 PL20200508.27	00	MIDWEST PUBLIC RISK-P & L CONTRIBUT PI0232 007331	00	05/08/2020	601-1230-412.45-02	CONTRIBUTIONS	EFT:	306,807.30
						VENDOR TOTAL *	.00	306,807.30
0000130 6093650	00	MOBILFONE 002645	00	06/05/2020	001-3120-431.40-03	MONTHLY BILLING	EFT:	8.24
6093650		002645	00	06/05/2020	521-4220-442.40-03	MONTHLY BILLING	EFT:	36.32
6093650		002645	00	06/05/2020	521-4230-442.40-03	MONTHLY BILLING	EFT:	4.12
6093650		002645	00	06/05/2020	531-4320-443.40-03	MONTHLY BILLING	EFT:	49.76
6093650		002645	00	06/05/2020	531-4330-443.40-03	MONTHLY BILLING	EFT:	4.12
						VENDOR TOTAL *	.00	102.56
0000122 1372580	00	MURPHY TRACTOR & EQUIP CO. 002667	00	06/05/2020	001-3120-431.43-02	PONY MOTOR REPAIR	45.68	
						VENDOR TOTAL *	45.68	
0099999 000028803	00	NGUYEN, TAN & CHIEU, YMY UT	00	06/03/2020	501-0000-229.00-00	MANUAL CHECK	263.60	
						VENDOR TOTAL *	263.60	
0001569 INV00924200	00	PAYCOR, INC 002674	00	06/05/2020	001-1310-413.31-15	PAYROLL SERVICES	CHECK #: 107	575.28
9677202		002675	00	06/05/2020	001-1310-413.31-15	PAYROLL SERVICES	CHECK #: 107	589.43
						VENDOR TOTAL *	.00	1,164.71
0000145 17472603	00	PEPSI-COLA 002645	00	06/05/2020	001-6110-461.52-15	CONCESSION BEVERAGES	EFT:	466.26
						VENDOR TOTAL *	.00	466.26
0003235 INV753304	00	PIONEER MANUFACTURING COMPANY 002645	00	06/05/2020	001-6120-461.52-01	FIELD PAINT	EFT:	1,274.00
						VENDOR TOTAL *	.00	1,274.00
0004932 N8319177	00	QUADIENT LEASING USA, INC. 002646	00	06/05/2020	602-1340-413.44-02	MONTHLY BILLING	EFT:	372.06
						VENDOR TOTAL *	.00	372.06
0099999 000063397	00	R&D HOMES, LLC UT	00	06/03/2020	501-0000-229.00-00	FINAL BILL REFUND	36.69	
						VENDOR TOTAL *	36.69	
0000574	00	RHOMAR INDUSTRIES, INC.						

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000574 96838	00	RHOMAR INDUSTRIES, INC. 002646	00	06/05/2020	001-3120-431.52-13	ASPHALT REMOVER	2,315.61	
						VENDOR TOTAL *	2,315.61	
0003305 5059629478	00	RICOH USA INC 002668	00	06/05/2020	602-1340-413.43-02	MONTHLY BILLING	EFT:	117.90
						VENDOR TOTAL *	.00	117.90
0004869 35444 35504	00	RITZ SAFETY, LLC 002646 002646	00	06/05/2020 06/05/2020	501-4130-441.53-02 501-4130-441.53-02	FR RATED TEES HOODED SWEATSHIRTS	EFT: EFT:	295.89 362.97
						VENDOR TOTAL *	.00	658.86
0004120 GRD069	00	RIVER GROUP DESIGN 002646	00	06/05/2020	001-1120-411.54-51	GRAPHIC DESIGN	EFT:	120.00
						VENDOR TOTAL *	.00	120.00
0099999 000053349	00	SHARP, DELORES UT	00	06/03/2020	501-0000-229.00-00	FINAL BILL REFUND	273.19	
						VENDOR TOTAL *	273.19	
0000161 23956	00	SIGN HERE, INC. 002646	00	06/05/2020	001-2120-421.61-09	PATROL CAR GRAPHICS	EFT:	1,730.00
						VENDOR TOTAL *	.00	1,730.00
0004548 09517	00	SIMPLE TOW INC 002646	00	06/05/2020	001-2110-421.31-15	VEHICLE TOW	116.00	
						VENDOR TOTAL *	116.00	
0099999 000009831	00	SPALDING, ILENA & EVAN UT	00	06/03/2020	501-0000-229.00-00	MANUAL CHECK	227.32	
						VENDOR TOTAL *	227.32	
0000169 639496-5/2020 639496-5/2020 639496-5/2020 639496-5/2020 639496-5/2020 639496-5/2020 639496-5/2020 639496-5/2020 639496-5/2020 639496-5/2020 639496-5/2020 639496-5/2020 639496-5/2020 639496-5/2020 639496-5/2020 639496-5/2020 639496-5/2020 639496-5/2020	00	STANDARD INSURANCE CO. 002646 002646 002646 002646 002646 002646 002646 002646 002646 002646 002646 002646 002646 002646 002646 002646 002646 002646	00	06/05/2020 06/05/2020 06/05/2020 06/05/2020 06/05/2020 06/05/2020 06/05/2020 06/05/2020 06/05/2020 06/05/2020 06/05/2020 06/05/2020 06/05/2020 06/05/2020 06/05/2020 06/05/2020 06/05/2020 06/05/2020 06/05/2020	001-1120-411.21-02 001-1140-411.21-02 001-1150-411.21-02 001-1305-413.21-02 001-1310-413.21-02 001-1330-413.21-02 001-2110-421.21-02 001-2120-421.21-02 001-2130-421.21-02 001-3110-431.21-02 001-3116-431.21-02 001-3120-431.21-02 001-3130-431.21-02 001-6105-461.21-02 001-6120-461.21-02 001-7110-471.21-02	MONTHLY BILLING MONTHLY BILLING MONTHLY BILLING MONTHLY BILLING MONTHLY BILLING MONTHLY BILLING MONTHLY BILLING MONTHLY BILLING MONTHLY BILLING MONTHLY BILLING MONTHLY BILLING MONTHLY BILLING MONTHLY BILLING MONTHLY BILLING MONTHLY BILLING MONTHLY BILLING MONTHLY BILLING MONTHLY BILLING	18.60 11.63 4.65 9.30 21.63 13.95 32.55 134.85 4.65 9.30 4.65 32.55 18.60 32.55 27.90 20.93	

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND- ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
0000169	00	STANDARD INSURANCE CO.							
639496-5/2020		002646		00	06/05/2020	001-7120-471.21-02	MONTHLY BILLING	12.33	
639496-5/2020		002646		00	06/05/2020	501-4110-441.21-02	MONTHLY BILLING	18.60	
639496-5/2020		002646		00	06/05/2020	501-4120-441.21-02	MONTHLY BILLING	18.60	
639496-5/2020		002646		00	06/05/2020	501-4130-441.21-02	MONTHLY BILLING	41.85	
639496-5/2020		002646		00	06/05/2020	521-4220-442.21-02	MONTHLY BILLING	27.90	
639496-5/2020		002646		00	06/05/2020	521-4230-442.21-02	MONTHLY BILLING	51.15	
639496-5/2020		002646		00	06/05/2020	531-4320-443.21-02	MONTHLY BILLING	27.90	
639496-5/2020		002646		00	06/05/2020	601-1230-412.21-02	MONTHLY BILLING	4.65	
639496-5/2020		002646		00	06/05/2020	602-1340-413.21-02	MONTHLY BILLING	13.95	
639496-5/2020		002646		00	06/05/2020	603-3150-431.21-02	MONTHLY BILLING	4.65	
639496-5/2020		002646		00	06/05/2020	604-1320-413.21-02	MONTHLY BILLING	41.85	
639496-5/2020		002646		00	06/05/2020	721-0000-202.03-06	MONTHLY BILLING	79.92	
VENDOR TOTAL *								741.64	
0004418	00	STEEL IMAGES, INC.							
01282020		000169		00	01/31/2020	001-6110-461.54-51	CREDIT FOR DBL PYMT	EFT:	846.00-
VENDOR TOTAL *								.00	846.00-
0099999	00	STEWART, ROBBIE							
000061923		UT		00	06/03/2020	501-0000-229.00-00	FINAL BILL REFUND	49.19	
VENDOR TOTAL *								49.19	
0099999	00	STINSON, JAUWAN & CARL							
000040909		UT		00	06/03/2020	501-0000-229.00-00	MANUAL CHECK	533.12	
VENDOR TOTAL *								533.12	
0004482	00	SUPERION, LLC							
275019		PI0231	007300	00	05/31/2020	602-1340-413.47-05	MAINT 7/1/20-6/30/21	EFT:	11,977.13
VENDOR TOTAL *								.00	11,977.13
0000203	00	SUPERIOR BOWEN ASPHALT, L.L.C.							
23302		002646		00	06/05/2020	117-3120-431.43-11	APWA TYPE 3 R	EFT:	726.62
23452		002646		00	06/05/2020	117-3120-431.43-11	OP FRAP INTERM.	EFT:	467.95
23481		002646		00	06/05/2020	117-3120-431.43-11	OLATHE BM2 25%	EFT:	557.53
23516		002646		00	06/05/2020	117-3120-431.43-11	OLATHE BM2 25%	EFT:	634.39
23537		002646		00	06/05/2020	117-3120-431.43-11	COMM BM-2 V	EFT:	416.59
23618		002646		00	06/05/2020	117-3120-431.43-11	OP FRAP INTERM.	EFT:	776.82
23687		002646		00	06/05/2020	117-3120-431.43-11	KS SM 9.5A COMM	EFT:	534.28
23671		002646		00	06/05/2020	117-3120-431.43-11	KS SM 12.5A COMM	EFT:	650.38
23713		002646		00	06/05/2020	117-3120-431.43-11	OP FRAP INTERM.	EFT:	885.75
VENDOR TOTAL *								.00	5,650.31
0099999	00	SUWAREH, MICHELLE							
000062313		UT		00	06/03/2020	501-0000-229.00-00	FINAL BILL REFUND	20.92	
VENDOR TOTAL *								20.92	
0000174	00	TAPCO PRODUCTS CO.							
68825		002646		00	06/05/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	24.32
70173		002646		00	06/05/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	24.32

VEND NO	SEQ#	VENDOR NAME		BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO		NO	NO						AMOUNT
0000174	00	TAPCO PRODUCTS CO.							
71191		002647		00	06/05/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	24.32
7224		002647		00	06/05/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	24.32
70176		002647		00	06/05/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	8.95
72227		002648		00	06/05/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	8.95
70176		002648		00	06/05/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	8.95
72227		002648		00	06/05/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	8.95
70177		002648		00	06/05/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	22.65
72228		002648		00	06/05/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	22.65
70181		002648		00	06/05/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	16.70
72236		002648		00	06/05/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	16.70
70182		002648		00	06/05/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	26.65
72235		002648		00	06/05/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	26.65
68812		002648		00	06/05/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	44.26
71176		002648		00	06/05/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	44.26
68826		002648		00	06/05/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	13.55
70174		002648		00	06/05/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	13.55
71192		002648		00	06/05/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	13.55
72226		002648		00	06/05/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	13.55
68823		002648		00	06/05/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	27.44
70151		002648		00	06/05/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	27.44
71188		002648		00	06/05/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	27.44
72202		002648		00	06/05/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	98.17
VENDOR TOTAL *								.00	588.29
0004635	00	TEST SMARTLY LABS							
13787		002648		00	06/05/2020	601-1230-412.31-15	POST OFFER SEASONAL	EFT:	48.00
VENDOR TOTAL *								.00	48.00
0099999	00	THOMAS, RACHEL							
000063341		UT		00	06/03/2020	501-0000-229.00-00	FINAL BILL REFUND	29.29	
VENDOR TOTAL *								29.29	
0000176	00	TIME WARNER CABLE							
25113602052020		002648		00	06/05/2020	602-1340-413.47-05	MONTHLY BILLING	119.99	
VENDOR TOTAL *								119.99	
0002484	00	US FOOD SERVICE							
4894549		002648		00	06/05/2020	001-6110-461.52-15	CONCESSION FOOD	EFT:	2,245.06
VENDOR TOTAL *								.00	2,245.06
0000289	00	VIKING INDUSTRIAL SUPPLY							
39791		002648		00	06/05/2020	001-6120-461.52-01	CLEANING SUPPLIES	EFT:	1,027.10
VENDOR TOTAL *								.00	1,027.10
0000366	00	WARDROBE CLEANERS INC.							
05302020		002648		00	06/05/2020	001-2120-421.42-02	DRY CLEANING	615.50	
VENDOR TOTAL *								615.50	
0004226	00	WATCHMEN SECURITY SERVICES							

VEND NO	SEQ#	VENDOR NAME							
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
									AMOUNT
0004226	00	WATCHMEN SECURITY SERVICES							
46416		002648		00	06/05/2020	501-4120-441.31-15	VIDEO MO	EFT:	365.99
							VENDOR TOTAL *	.00	365.99
0004599	00	WATER RESOURCES SOLUTIONS, LLC							
20-1315		PI0228 007227	00	05/29/2020	001-3130-431.31-10	STORM WATER ON CALL		EFT:	900.00
							VENDOR TOTAL *	.00	900.00
0099999	00	WEBSTER, BRYCE							
000059825		UT		00	06/03/2020	501-0000-229.00-00	FINAL BILL REFUND	30.90	
							VENDOR TOTAL *	30.90	
							HAND ISSUED TOTAL ***		78,899.85
							EFT/EPAY TOTAL ***		511,245.45
							TOTAL EXPENDITURES ****	19,364.01	590,145.30
						GRAND TOTAL *****			609,509.31

PREPARED 6/05/20, 8:23:26  
PROGRAM GM342U  
CITY OF GARDNER

NEGATIVE CHECK REGISTER

VENDOR NUMBER VENDOR NAME		AMOUNT
4418	STEEL IMAGES, INC.	846.00-

## COUNCIL ACTION FORM

## CONSENT AGENDA ITEM NO. 3

**MEETING DATE:** JUNE 15, 2020

**STAFF CONTACT:** GONZ GARCIA, UTILITIES DIRECTOR

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**Agenda Item:** Consider a recommendation to insert two (2) valves for the Clearwell, chlorine contact basin, at Hillsdale WTP as part of the Hillsdale Expansion Project

**Strategic Priority:** Infrastructure and Asset Management

**Department:** Utility Department – Water Division

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### **Staff Recommendation:**

Staff recommends authorizing the execution of a service contract to Core & Main for \$64,000 for the insertion of two valves for the Clearwell, chlorine contact basin, at Hillsdale WTP as part of the Hillsdale Expansion Project.

### **Background/Description of Item:**

As part of the Hillsdale Water Treatment Plant expansion project, a new Clearwell must be constructed to provide the water treatment plant with enough treated water storage. In order to connect the new Clearwell to the existing 20" pipe, two new Insta valves need to be installed. One valve will isolate the existing Clearwell and the second valve will isolate the 20" effluent line connected to the existing Clearwell. Installing these two valves will keep from disrupting normal operations of the existing Clearwell, while the new Clearwell is being connected. They will also help with future operations, such as being able to isolate both Clearwells for shutdowns, inspections, and maintenance. As of right now, staff does not have the capabilities of doing so. An insertion valve is installed while the existing water main is under pressure and is preferred when a permanent valve is required or when the shut off required is temporary.

Staff requested quotes from contractors specialized in valve insertions; only two had the capability to install a 20" Insta valve.

<b>Company</b>	<b>Cost</b>
Core & Main	\$64,000
Winwater	\$83,000
International Flow Technologies	Not capable
Team, Inc.	Not capable

Staff has reviewed the quotes and determined Core & Main is highly qualified and experienced in the insertion of valves.

### **Financial Impact:**

Funding for the project is available from Hillsdale Expansion Project, CIP WA-2002.

### **Attachments included:**

- a. Core & Main quote
- b. Winwater quote

**Suggested Motion:**

Authorize the City Administrator to execute a service contract with Core & Main for \$64,000 for the insertion of two valves for the Clearwell, chlorine contact basin, as part of the Hillsdale Expansion Project.

Run Date: 5/18/20

Quote



Customer #	084097
Order #	L914520
Date Ordered	02/11/20
Job #	
Job Name	20" EZ VALVE
Purchase Order #	QUOTE
Method of Shipment	OUR TRUCK
Contract Order #	0000000
Ordered By	LISA ELMORE
Ship Via	CORE & MAIN LP

**Sold To:**  
GARDNER KANSAS CITY OF  
1150 E Santa Fe St  
Gardner, KS 66030 1502

**Ship To:**  
GARDNER KANSAS CITY OF  
329 Meadowbrook Circle  
Gardner, KS 66030 1310

**Branch:**  
OWASSO OK  
BRANCH 343  
14701 E 116th ST N  
OWASSO, OK 74055  
  
Phone: 918-586-7100

Bid Seq#	Product Code	Description	Qty Ordered	Qty Shipped	Qty B/O	Net Price	UOM	Ext Price
	/80016007806	20" EZ VALVE CI/DI/C-900 O/L 21.60-22.06 O.D. DIP	2			32000.00000	EA	64000.00
	/80016007812	INSTALL FOR 20" EZ VALVE CUSTOMER NEEDS TO FIELD VERIFY TYPE AND O.D. OF PIPE BEFORE INSTALL	2			N/C	EA	

Terms in accordance with shipping manifest.

**Special Instructions/Comments:**  
LISA ELMORE AT CITY OF GARDNER,KS

Total Ordered:	64000.00
Tax Amount:	.00
Other Charges:	.00
Total:	64000.00



1165 W 149 STREET  
OLATHE, KS 66061

PHONE (913) 829-3300  
FAX (913) 829-3993

*Quoted To Customer*

CITY OF GARDNER  
120 E MAIN ST  
GARDNER, KS 66030-1310

Phone (913) 856-7535  
Fax (913) 856-2351

*Job Name*

20" Valve Insertion

*Quote No.*

0014794

*Date*

5/20/20

*Page*

1

*Expiration Date*

3/12/20

*Revised Date*

5/14/20

*Bid Due Date*

2/11/20

*Quoted By*

Gavin Fouts  
gkfouts@winwaterworks.com  
(913) 829-3300

Customer	Payment Terms	Quoted To	Salesperson	FOB
015315	NET 30 DAYS	Glen Hermon	GAVIN FOUTS	S

Line	Qty.	Description	Unit Price	UOM	Extended Price
1.0	2	20" VALVE INSERTION COMPLETE	41500.0000		83000.00
		<b>SUBTOTAL</b>			<b>83000.00</b>

1. This quotation is itemized for information only. Although effort has been made to include all material needed, this is not necessarily a complete list.
2. The prices are subject to change without notice, and also subject to any federal, state, city or other taxes that may apply.
3. We are not responsible for damages resulting from strikes, delays by carrier, or causes beyond our control.
4. This quotation is not to be considered a contract and we reserve the right to retract this and any quotation at any time for any reason.

<i>Tax Area Id</i>	<i>Net Sales</i>	<i>83,000.00</i>
170912503	<i>Freight</i>	<i>.00</i>
	<i>Tax</i>	<i>.00</i>
	<i>Quotation Total</i>	<i>83,000.00</i>

## COUNCIL ACTION FORM

## CONSENT AGENDA ITEM NO. 4

**MEETING DATE:** JUNE 15, 2020

**STAFF CONTACT:** GONZ GARCIA, UTILITIES DIRECTOR

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**Agenda Item:** Consider authorizing the purchase of one (1) 2020 Ford 450 4x4 crew cab diesel truck from Olathe Ford

**Strategic Priority:** Increase Infrastructure and Asset Management

**Department:** Utilities – Water Treatment

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### **Staff Recommendation:**

Staff recommends authorizing the City Administrator to purchase one (1) 2020 Ford 450 4x4 crew cab diesel truck for \$111,493 from Olathe Ford, utilizing the Mid America Council of Public Procurement (MACPP) Vehicle Bid Sheets, and \$229 in additional equipment.

### **Background/Description of Item:**

The 2017 budget placeholder (and future) for vehicle replacements is to be used for General Fund vehicles only, as noted in the approved minutes from the August 1, 2016 Council meeting, during which Council approved Ordinance 2521 adopting the FY 2017 budget. The minutes regarding the budget discussion reflect, "The Governing Body discussed the vehicle replacement placeholder expressing a desire that utility funds pay for utility vehicles. [..]".

As expenditures in the water division are charged to their utility fund, staff is requesting one vehicle replacement that is outside the 2020 General Fund budget placeholder, per Council's directive.

In the 2020 vehicle replacement rating process, Vehicle No. 603, a 2005 Ford 450 4x4-single cab truck with utility bed and 80,187 miles, scored 31 points and was classified "needs immediate consideration" for replacement and has the following issue:

- Loses power while driving and goes into limp mode.
- Excessive maintenance cost.

The new truck will be able to carry all the necessary tools and equipment to carry out duties at all Water Treatment facilities, including a crane to pull Water Treatment pumps for routine maintenance and emergency repairs.

Staff has reviewed the MACPP Vehicle Bid Sheet and determined that Olathe Ford has the lowest bid for the type of vehicle required to meet the demands of the Water Treatment crew. Staff also reviewed quotes for the Utility bed and determined Kranz of Kansas City provided the best quote. Kranz was not the lowest bid, but they provided a quote for all our needs, including a steel platform Tommy gate for the truck. A Tommy gate is needed with the offloading and loading of chemical barrels and totes, and other water treatment necessities.

### Truck 603

Vehicle Cost per State Bid (Ford 450 Base Price)	31,580
4X4 84" CA	3,164
Diesel Engine	8,858
Contractor Bed / HIPPO 203P Multi Power Unit	64,537
Additional accessories/fees	3,414
Cost per Vehicle – Olathe Ford	111,553
Additional Equipment:	
City decals – Sign Here	229
<b>Total Cost</b>	<b>\$111,782</b>

#### **Financial Impact:**

The total estimated cost for the vehicle and the additional equipment is \$111,782. The \$229 for additional equipment is below the Utilities Director's purchasing approval threshold, so the acquisition of these additional items following delivery of the trucks is not included in the "Suggested Motion" statement below. Funding is available from Water Fund 2020 Adopted Budget.

#### **Attachments included:**

- Vehicle 603 Rating Worksheet
- Olathe Ford Proposal
- Utility Bed Quotes

#### **Suggested Motion:**

Authorize the City Administrator to purchase one (1) 2020 Ford 450 single cab diesel truck for \$111,553 from Olathe Ford utilizing the Mid America Council of Public Procurement (MACPP) Vehicle Bid Sheets.

Section 6:      Rating Worksheet: Vehicle & Equipment Replacement  
Excluding Police Pursuit Vehicles - City of Gardner

Vehicle Information

Vehicle #: \_\_\_\_\_

Report Date: \_\_\_\_\_

Type: \_\_\_\_\_

Year Purchased: \_\_\_\_\_

Vehicle Purchase Cost: \_\_\_\_\_

Odometer Reading: \_\_\_\_\_

Total Maintenance & Repair Costs: \_\_\_\_\_

Point Criteria and Ratings

Factor	Rating Criteria	Points
Age	One point for each year of chronological age, based on in-service date.	
Miles	One point for each 10,000 miles of use	
Hours	One point for each 750 hours of use	
Maintenance & Operating Costs	1 to 5 points are assigned based on total life M & O costs (not including repair of accident damage). 1-20% or less of worth 2- 20% to 40% of worth 3-40% to 60% of worth 4-60% to 80% of worth 5-80% or more of worth	
Condition ( <i>Include Photographs</i> )	This category takes into consideration body condition, rust, interior condition, accident history, anticipated repairs, ability to perform required duties, etc. A scale of 1 to 5 points is used with 5 being in poor condition.	

Total Points: \_\_\_\_\_

**Point Ranges:**

Under 19 points:      Condition I – Excellent (Code - Exc.)

20 – 25 points:      Condition II – Good (Code - Good)

26 – 29 points:      Condition III – Qualifies for replacement (Code – QFR)

30 points and above:      Condition IV – Needs immediate consideration (Code –NIC)

Mid America Regional Council  
 Joint Vehicle Bid for 2019/2020  
 Administered by: Clay County Missouri



F4H F450 4X4 CHAS/C :  
 169" WHEELBASE  
 Z1 OXFORD WHITE  
 A VNYL 40/20/40  
 S MEDIUM EARTH GR  
 650A PREF EQUIP PKG  
 .XL TRIM  
 572 .AIR CONDITIONER  
 .AMFM/MP3/CLK  
 99T 6.7L V8 DIESEL  
 44G 10-SPD AUTOMATC  
 TGJ 225 BSW AP 19.5  
 X4N 4.10 LTD SLIP  
 90L PWR EQUIP GROUP  
 TELE TT MIR-PWR

LESS TPMS  
 16500# GVWR PKG  
 425 50 STATE EMISS  
 473 SNOW PLOW PKG  
 512 SPARE TIRE/WHL2  
 52B BRAKE CONTRLLR  
 59H HI MNT STOP LMP  
 61J JACK  
 62R TRANS PTO PROV  
 67A 332 AMP ALTRNTR  
 76C EX BACKUP ALARM  
 872 RR CAM & PREP K  
 98R OPRTR COMND REG

Metro Bid

Item #3	base F4G	31,580.00
F4H	4X4 84"CA	3,164.00
99T	Diesel	8858
98R	operator regin	237
90L	POWER GROUP	869.00
52B	BRAKE CONTROLLER	257.00
872	Camera prc rep kit	394.00
X4L	4.10 LS	342.00
DI	chrome tube steps	650.00
473	snow plow prep	237.00
76C	back up alarm	133.00
Total Chassis		46,721.00

Quote Date 6/2/2020  
 quote created for Gardner KS

Olathe Ford Commercial Vehicle Center

**Our Mission**

*To deliver an outstanding sales, service  
 and financing experience for our  
 commercial customers*

Debi Jones, Commercial Sales  
 Direct 913-815-2224 Cell 913-238-0252

Per pricing agreement price includes 15 days interest  
 Additional terms available at \$10 per day.





# QUOTE

**The Best in Truck Equipment**  
 2012 Television Place Kansas City, MO 64126  
 816-231-9995 / Fax 816-920-6226

<b>Date</b>	<b>3/31/20</b>	<b>Vehicle Make</b>	<b>Ford</b>	<b>Engine</b>		<b>W/B</b>	
<b>PO Number</b>		<b>Model</b>	<b>F450</b>	<b>Trans.</b>		<b>Color</b>	
<b>Salesman</b>	<b>Chip</b>	<b>Year</b>	<b>2020</b>	<b>C/A</b>	<b>84"</b>	<b>Vin</b>	
<b>Customer</b>	<b>Olathe Ford</b>						
<b>Contact name</b>	<b>Debi Jones</b>						
<b>Street address</b>							
<b>City</b>							
<b>ST</b>							
<b>End User</b>	<b>City of Gardner crane truck</b>						
<b>Phone</b>							
<b>Fax</b>							
<b>E-mail</b>							

<b>Qty</b>	<b>Part Number</b>	<b>Description</b>	<b>Price</b>	<b>Total</b>
<b>1</b>	<b>Quote</b>	Reading Classic II service body <ul style="list-style-type: none"> <li>• 132" length</li> <li>• 91.5" wide</li> <li>• 48.85" cargo width</li> <li>• 3 vertical doors and 1 horizontal both sides</li> <li>• Crane reinforcement on rear curb side</li> <li>• Deck plate top side of compartments</li> <li>• 1 row of e-track in cargo area on sides ( w/ 4 straps)</li> <li>• (6) tie down in cargo floor</li> <li>• Latchmatic electric lock system w/ keyfob</li> <li>• Tool drawers in 1<sup>st</sup> and 2<sup>nd</sup> verticals on curb side w/ LED lights</li> <li>• Body powder coated white inside and out</li> <li>• Black sprayliner in cargo area and compartment tops</li> <li>• Palfinger 4016 hydraulic crane w/ wireless remote</li> <li>• Manual outrigger on curbside</li> <li>• American Eagle 30 CFM hydraulic compressor w/ air tank</li> <li>• Reelcraft ½" hose 50' spring retract reel</li> <li>• Force America pto driven hyd system for crane, comp, plow</li> <li>• Weatherguard steel 100 gallon diesel transfer tank</li> <li>• Fil-Rite 12 vdc pump w/ counter</li> <li>• Reelcraft ¾" hose 25' reel</li> <li>• Diesel fuel filter in-line</li> <li>• Tommygate 1600# Steel platform 48" x 38'</li> <li>• Flammable cabinet mounted on top of compartment</li> <li>• Receiver hitch with rv style socket</li> <li>• Meyer Lot Pro 9' plow operated by central hyd system</li> <li>• Superior Signal LED Arrow stick rear facing, mounted on headache rack</li> <li>• Back up alarm</li> <li>• Rear mud flaps</li> <li>• LED st/t lights mounted in body</li> <li>• Above equipment installed</li> </ul>	<b>\$64,537.00</b>	<b>\$64,537.00</b>
<b>1</b>	<b>Option</b>	<b>Relocate factory Back up camera into Rear Tommy gate panel</b>	<b>ADD</b>	<b>\$295.00</b>





Knapheide Truck Equipment  
7200 NE 45th Street  
Kansas City MO 64117  
Phone: 816-472-4444  
Fax: 816-472-5147  
www.kansascity.knapheide.com

## QUOTATION

Quote ID: TC00006855

Page 1 of 4

**Customer:** OLATHE FORD SALES INC  
1845 E SANTA FE  
OLATHE KS 66062

**Quote Number:** TC00006855  
**Quote Date:** 3/16/2020  
**Quote valid until:** 4/15/2020

**Contact:** DEBI JONES  
**Phone:** 913-782-0881  
**Fax:** 1-913-782-9057

**By:** Prepared tcummings  
**Salesperson:** Tyler Coverdell  
**PO#:**

**Enduser:**

<b>Make:</b> FORD	<b>Model:</b> F-450	<b>Year:</b> 2020	<b>Single/Dual:</b> DRW
<b>Cab Type:</b> REGULAR	<b>Wheelbase:</b> 169.0	<b>Cab-to-Axle:</b> 84.0	<b>VIN:</b>

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1	KNAP 6132D54-2	PRICES INCLUDE THE FOLLOWING STANDARD FEATURES: 40" HIGH SIDE PACKS 14-GAUGE TWO-SIDED A-40 GALVANNEAL STEEL SHELL EXCLUSIVE "RETURN FLANGE" FLOOR 20-GAUGE TWO-SIDED A-40 GALVANNEAL STEEL COMPARTMENT DOORS NEOPRENE COMPARTMENT DOOR SEALS CONTINUOUS STAINLESS STEEL HINGES AUTOMOTIVE QUALITY ROTARY-STYLE LATCHES ADJUSTABLE SECURITY DOOR RING STRIKERS INTERIOR LATCH COVERS DOUBLE-SPRING OVER-CENTER DOOR RETAINER 250-LB CAPACITY ADJUSTABLE SHELVES OEM SPECIFIC INSTALLATION KITS-(MUST BE ORDERED SEPARATELY) SLAM LOCK TAILGATE INTERIOR LIGHT GUARDS SURFACE MOUNT REAR LIGHTS, LED S/T/T & B/U, BUILT IN REFLECTIVITY, UPGRADABLE (8) PATTERN STROBES-(MUST BE ORDERED SEPARATELY) ELECTRODEPOSITION PRIME PAINT * TWO (2) ADJUSTABLE DIVIDER SHELVES & DIVIDERS, STREET & CURB SIDE FRONT VERTICAL COMPARTMENT * TWO (2) ADJUSTABLE DIVIDER SHELVES & DIVIDERS, STREET & CURB SIDE SECOND VERTICAL COMPARTMENT * ONE (1) ADJUSTABLE DIVIDER SHELF & DIVIDERS, STREET AND CURB SIDE FULL HEIGHT REAR VERTICAL COMPARTMENT * ONE (1) ADJUSTABLE DIVIDER SHELF & DIVIDERS, CURB SIDE HORIZONTAL COMPARTMENT * AUTOMOTIVE QUALITY ROTARY LATCHES & DOUBLE SPRING OVER CENTER DOOR RETAINERS ON ALL VERTICAL DOORS, ONE (1) 12" SLAM TAILGATE * LIGHT MOUNTING HOLES AND KNAPHEIDE LIGHTS	\$60,487.00	\$60,487.00
1	KNAP 20048435	ALUMINUM FUEL FILL CUP FORD SUPER DUTY OR RAM - LOOSE	\$0.00	\$0.00
1	KNAP 20170980	LIGHT KIT FOR 80" & WIDER BODIES - LOOSE	\$0.00	\$0.00
1	KNAP 20094550	INSTALLATION KIT FOR STEEL SERVICE BODY 2017 & NEWER FORD 60", 84", 108", OR 120" CA - LOOSE	\$0.00	\$0.00
1	KNAP 20103600	94" WIDE GALVA-GRIP BUMPER WITH HITCH RECESS, KNAPLINED CUT TO FIT AROUND LIFTGATE	\$0.00	\$0.00



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 Kansas City MO 64117  
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## QUOTATION

Quote ID: TC00006855

Page 2 of 4

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1	KNAP 12014260	CLASS V RECEIVER HITCH, 18,000 LBS - LOOSE	\$0.00	\$0.00
1	KNAP 80417173	CHASSIS TRAILER PIGTAIL EXTENSION KIT, FORD OR RAM CAB CHASSIS - LOOSE	\$0.00	\$0.00
1	POLL 11-893	RV OEM-STYLE 7-WAY SOCKET BUL LK	\$0.00	\$0.00
1	POLL 12-711U	BLACK-COATED MNTG BRKT FOR 7-WAY RV SOCKET STD PKG 80	\$0.00	\$0.00
1	KNAP 77013050	CRANE REINFORCEMENT KIT FOR STELLAR 3315 / 4420 / 4421 / EC3200 / EC4000 / EC2K-P	\$0.00	\$0.00
1	KNAP 12315289	ALUMINUM DEF FILL CUP FORD SUPER DUTY - LOOSE	\$0.00	\$0.00
1	KNAP 20192514	CTECH 6 DRAWER UNIT 3-3" DRAWERS 2-5" DRAWERS 1-7" DRAWERS 28.0"W X 29.8"H X 17.5"D W/ ROLLER BEARING SLIDES INSTALLED IN FRONT VERT COMPT. -DS	\$0.00	\$0.00
4	BUYE B901	RECESSED SWIVEL D RINGS MOUNTED IN BED FLOOR	\$0.00	\$0.00
8	BUYE 5623755	LED STRIP LIGHTING COMPARTMENT LIGHTS WIRED TO SWITCH IN CAB	\$0.00	\$0.00
2	MULT 6201-10	E TRACK HORIZ GALVANIZED 10FT INSTALLED ON SIDE WALLS OF UTILITY BODY	\$0.00	\$0.00
2	MULT 6226-12	2"x12' STRAP W/SPRING "E" TRAK FITTINGS AND RACHET	\$0.00	\$0.00
1	MUDF 18X14WL	MUD FLAPS 18X14X1/4" W/LOGO	\$0.00	\$0.00
1	KNAP 77003465	18 DRAWER DEEP CABINET FOR STREET SIDE HORIZONTAL - PAINTED GREY - INSTALLED	\$0.00	\$0.00
1	KNAP 77009603	KNAPHEIDE POWER LOCKS, 500 SERIES 96" & 108" SERVICE BODIES, 600 SERIES 132" SERVICE BODIES WITH CURRENT ROTARY LATCH - INSTALLED	\$0.00	\$0.00
1	LINE MAT	SPRAY IN LINER MATERIAL IN CARGO AREA AND COMPT TOPS "BLACK IN COLOR"	\$0.00	\$0.00
1	WS 76901	WESTERN 9' PRO PLUS SNOW PLOW ULTRA MOUNT FLEETFLEX ELECTRIC/ HYDRAULIC POWER UNIT W/ IN CAB HAND HELD CONTROLLER INSTALLED	\$0.00	\$0.00
1	WS 31270	MOUNT KIT UM F250SD-550SD 2017	\$0.00	\$0.00
1	WS 74973	16 PIN HALOGEN HARNESS	\$0.00	\$0.00
1	WS 75700-3	BIG BOX ASSY PRO PLUS	\$0.00	\$0.00
1	UNIV 50549011055	AERO SHELL FLUID #4	\$0.00	\$0.00
1	WS 72530	HALOGEN HEADLIGHTS-NIGHTHAWK	\$0.00	\$0.00
1	WS 29070-1	MODULE 3 PORT - DRL	\$0.00	\$0.00
1	STEL 8263	AMERICAN EAGLE HYDRAULIC AIR COMPRESSOR 23 CFM@175 PSI 2 STAGE 2 CYLINDER	\$0.00	\$0.00



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## QUOTATION

Quote ID: TC00006855

Page 3 of 4

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
		11 GALLON HYD RESERVOIR INSTALLED ON TOP OF SS COMPARTMENT		
1	STEL 78102	30 GALLON AIR RECEIVER TANK MOUNTED ON COMPARTMENT TOP	\$0.00	\$0.00
1	STEL B0360	AIR RECEIVER TANK BRACKETS	\$0.00	\$0.00
1	MISC PTO	P.T.O. / DIRECT MOUNT PUMP	\$0.00	\$0.00
1	REEL A5850 OLP	1/2 X 50' AIR HOSE REEL	\$0.00	\$0.00
1	BUYE FRL12150	FILTER REGULATOR LUBRICATOR PLUMBED IN LINE BEFORE HOSE REEL	\$0.00	\$0.00
1	KN 358-3-01	100 GALLON DIESEL TRANSFER TANK	\$0.00	\$0.00
1	FILL FR1210GA	FILL RITE DC TRANSFER PUMP AUTO NOZZLE 12' HOSE	\$0.00	\$0.00
1	REEL FSD13035 OLP	HOSE REEL W/35'3/4 FUEL HOSE	\$0.00	\$0.00
1	ECCO 21-00009-E	21 SEREIS 52" LED LIGHT BAR w/ SAFETY DIRECTOR AT THE REAR MOUNTED TO ROOF OF TRUCK	\$0.00	\$0.00
1	ECCO A212709RMK	MOUNTING BRACKET	\$0.00	\$0.00
1	ECCO EZ0006	CONTROLLER IN CAB LIGHT BAR	\$0.00	\$0.00
1	STEL 42790S	STELLAR EC3200 ELECTRIC CRANE 11,500 FT/LB CRANE 12V ELEC / HYD WITH 4 FUNCTION RADIO REMOTE. HYD / MANUAL REACH TO 15'. WIDE MOUNT FOR 20" SIDE PACKS.	\$0.00	\$0.00
1	AUTO 700351000	OUTRIGGER LEG SMALL HD 24"	\$0.00	\$0.00
1	STEL 43949	BOOM SUPPORT FOR EC3200 CRANE	\$0.00	\$0.00
1	STEL 64172	POWER CABLE KIT EC3200-EC5000	\$0.00	\$0.00
1	OUTS SPRINGS	REINFORCE CHASSIS SPRINGS ON CURBSIDE ONLY	\$0.00	\$0.00
1	KTEC HFH	HYDRAULICS, FITTINGS AND HOSES	\$0.00	\$0.00
82	MISC SUPPLIES	SHOP SUPPLIES	\$0.00	\$0.00
1	TGG2-54-1342 EA38	G2 SERVICE BODY LIFTGATE,49x38+6, EXT ALUMINUM 1300LBS BODY OPENING 48" TO 55" MAX BED HEIGHT 42"	\$0.00	\$0.00
1	TGT-67L	BOLT-ON LED LIGHT KIT	\$0.00	\$0.00
1	OUTS PAINT	FINISH PAINT LIFTGATE AND BODY TOUCH UP	\$0.00	\$0.00
1	LAB TELBR	INSTALLATION OF OEM BACKUP CAMERA	\$0.00	\$0.00

Quote Total: \$60,487.00

Discount: (\$240.00)

Total Due(Sales tax not included): \$60,247.00

The following options may be added:



Knapheide Truck Equipment  
7200 NE 45th Street  
Kansas City MO 64117  
Phone: 816-472-4444  
Fax: 816-472-5147  
www.kansascity.knapheide.com

QUOTATION

Quote ID: TC00006855

Page 4 of 4

				Yes / No
--	--	--	--	----------

Notes:

This Quote is subject to the following terms and conditions:

Credit Card Policy

We do not accept credit cards for payment of any order in excess of \$10,000.00. For other orders, we do accept MasterCard, American Express, Visa and Discover cards for payment.

Pricing Policy

- Price Quotation is good on orders received through the expiration date.
- Pricing quoted applies to chassis make/model originally provided and quantity quoted. Any change may result in price change.
- Orders are subject to all applicable state, local and federal excise taxes. Applicable taxes will be applied on final billing to customer upon completion of order.

Payment Policy

- Payment Terms are due upon receipt of signed quote unless prior credit agreement has been established at the time of order.
- Payment terms for customers with an established credit account will be Net 30 from date of invoice.
- Knapheide has right to assess late charges at 1.5% per month on all invoices that are 60 days or more past due.

Return Policy

- All sales are final. Purchased parts or products are non returnable.

Cancellation Policy

- Payment is due in full upon cancellation of any orders for non-stocked parts or products (provided part/product has been ordered by Knapheide) and upon cancellation of installation orders, once product installation has begun.

Customer agrees and understands this Quote is an offer to sell subject to the terms and conditions above and any additional terms or modifications are hereby objected to, unless mutually agreed upon in writing by Customer and Knapheide. The undersigned represents and warrants that he/she is duly authorized to sign below on behalf of Customer and thereby accepts offer and Knapheide will begin processing the order.

Customer must fill out the information below before the order can be processed...

Signature & Print Accepted by:	
Date:	
P.O. number:	



EQUIPMENT CO.

3250 Harvester Road

Kansas City, Kansas 66115

(Phone) 913-342-1450 (Fax) 913-342-1377

sales@americanequipment.us

## QUOTATION

DATE	Quotation #
4/6/2020	040620/29RK

NAME / ADDRESS
Olathe Ford Sales, Inc. 1845 E. Santa Fe Olathe, KS 66062

TO CONFIRM ORDER
Quote Accepted by _____
Date _____
P.O. # _____

LEAD TIME	TERMS	REP	FOB	PHONE	FAX #
	Due on Rece...	REK			
QTY	ITEM	DESCRIPTION	U/M	COST	Total
1	300	Equipment for City of Gardner: Reading U132A DW 11' Classic II Service Body - Vented compartment - (5) pull-out shelves in curbside front compartment for tools - (5) pull-out shelves with dividers in curbside 2nd compartment for parts - (6) recessed tie downs in floor of cargo area - E-track located down each side of cargo area - 60 gallon aux fuel tank with 12v pump mounted in cargo area - 1,600# capacity liftgate - LED arrowstick - Latchmatic keyless entry (except vented compartment) - LED compartment lights (except vented compartment) - Spray liner in cargo area and compartment tops - black - Hydraulic kit to operate air compressor, crane and snowplow - Liftmoore 4,000# hydraulic crane mounted on curbside - Hydraulic outrigger on curbside side - Vanair RC40 hydraulic air compressor with aux. air tank mounted on streetside top of compartment - 1/2" x 50' spring rewind hose reel mounted on streetside top of compartment - Mudflaps behind rear tires - Class V 2" receiver hitch with 7 pole RV style trailer plug - Body powdercoat painted white - Boss 9' Super Duty snowplow with LED plow lights and rubber deflector - Installation		68,687.00	68,687.00
Quoted by Ryan Keith				<b>Total</b>	\$68,687.00

**This quote is valid for 30 days. Applicable taxes not included.**

## COUNCIL ACTION FORM

## CONSENT AGENDA ITEM NO. 5

**MEETING DATE:** JUNE 15, 2020

**STAFF CONTACT:** GONZ GARCIA, UTILITIES DIRECTOR

---

**Agenda Item:** Consider a recommendation to approve the Evergy Metro, City of Gardner and Southwest Power Pool Interconnection Agreement

**Strategic Priority:** Increase Infrastructure and Asset Management

**Department:** Utilities – Electric Transmission

---

**Staff Recommendation:**

Staff recommends authorizing the execution of the revised Evergy Metro, City of Gardner and Southwest Power Pool Interconnection Agreement.

**Background/Description of Item:**

On June 29, 2017, City Council approved a Utility Advisory Committee recommendation to approve the KCP&L, City of Gardner and Southwest Power Pool (SPP) Interconnection Agreement and rescind the Municipal Participation Agreement dated March 6, 1989.

Due to the merger of KCP&L and Westar, SPP has been requested to revise the Interconnection Agreement ("Agreement") among the City of Gardner, Kansas ("Gardner"), Kansas City Power & Light Company ("KCP&L"), and SPP to reflect the name change from KCP&L to Evergy Metro, Inc. ("Evergy").

**Financial Impact:**

None.

**Attachments:**

- June 5, 2017, City Council Meeting Minutes Excerpt
- Revised Evergy, Gardner and SPP Interconnection Agreement

**Suggested Motion:**

Authorize City Administrator to execute the revised Evergy, Gardner and SPP Interconnection Agreement.

**RECORD OF PROCEEDINGS  
OF THE GOVERNING BODY  
CITY OF GARDNER, KANSAS**

Page No. 2017-148

June 5, 2017

The City Council of the City of Gardner, Kansas met in regular session on June 5, 2017 at 7:00 p.m. in the Council Chambers at Gardner City Hall, 120 East Main Street, Gardner, Kansas, with the Honorable Mayor Chris Morrow presiding. Present were Councilmembers Rich Melton, Steve Shute, Lee Moore, Kristina Harrison and Todd Winters. City staff present were City Administrator Cheryl Harrison-Lee; Finance Director Laura Gourley; Police Chief James Pruetting; Public Works Director Michael Kramer; Business & Economic Development Director Larry Powell; Parks & Recreation Director Scott Garrie; Utilities Director Gonzalo Garcia; City Attorney Ryan Denk; and Kim Garrison. Others present included those listed on the attached sign-in sheet and others who did not sign in.

**CALL TO ORDER**

There being a quorum of Councilmembers present, the meeting was called to order by Mayor Morrow at 7:00 p.m.

**PLEDGE OF ALLEGIANCE**

Mayor Morrow led those in attendance in the Pledge of Allegiance.

**PRESENTATIONS**

1. Proclaim June 2017 as Kansas Business Appreciation Month.

Mayor Morrow read the proclamation.

**PUBLIC COMMENTS**

There were no public comments

**CONSENT AGENDA**

1. Standing approval of the minutes as written for the meeting on May 15, 2017.
2. Standing approval of City expenditures prepared on May 12, 2017 in the amount of \$606,279.74; prepared on May 18, 2017 in the amount of \$758.72, prepared on May 19, 2017 in the amount of \$404,495.03; prepared on May 19, 2017 in the amount of \$45,042.61; prepared on May 26, 2017 in the amount of \$107,087.67.
3. Consider authorizing the City Administrator to approve the KCP&L-Gardner Interconnection Agreement.
4. Consider authorizing the Mayor to enter into an agreement with Johnson County Park and Recreation District and the City of Gardner, Kansas for the Phase I Kill Creek Trail Project.
5. Consider authorizing the City Administrator to execute a contract with Capital Electric for construction of the Traffic Signal Modifications at Center and Madison project.

Councilmember Shute moved to approve the Consent Agenda items.

Councilmember Melton seconded the motion.

With all of the Councilmembers voting in favor of the motion, the motion carried.

**NEW BUSINESS**

1. Consider approving a "General Retailer" Special Event Permit allowing Olathe Health Charitable Foundation to sell alcoholic beverages for consumption on the premises for their event to be held June 22, 2017.

**ELECTRIC INTERCONNECTION AND DELIVERY SERVICE**  
**AGREEMENT**

**EVERGY METRO, INC.**

**AND**

**CITY OF GARDNER, KANSAS**

**AND**

**SOUTHWEST POWER POOL, INC.**

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## **ELECTRIC INTERCONNECTION AND DELIVERY SERVICE AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and among EVERGY METRO, INC., a Missouri corporation having its principal place of business at Kansas City, Missouri (the “Company”), and the CITY OF GARDNER, KANSAS, a Kansas municipal corporation located in Johnson County, Kansas (the “City”), and SOUTHWEST POWER POOL, INC. (the “SPP”), an Arkansas not-for-profit corporation located in Little Rock, Arkansas. The Company and the City are each individually referred to as a “Party” and collectively referred to as the “Parties” herein. This Agreement replaces a prior version of the agreement that took effect on June 29, 2017.

WITNESSETH:

WHEREAS, the Company, a regulated public utility, is engaged in the production and transmission of electric power and energy and its distribution and sale in portions of the State of Kansas, including the County of Johnson, Kansas through the use of its electric system (the “Company System”); and

WHEREAS, the City, through its municipal electric system (the “City System”), is engaged in the production, distribution, and sale of electric power and energy within the City’s jurisdiction; and

WHEREAS, the City desires to maintain electrical interconnection with the Company for operation of the City System; and

WHEREAS, the Company and the City are willing to maintain such electrical interconnection and provide for the delivery of electric power and energy through the interconnection upon the terms and conditions herein provided; and

WHEREAS, SPP is a Regional Transmission Organization (“RTO”) pursuant to the order of the Federal Energy Regulatory Commission (the “FERC”) and, as such, is responsible for, among other items, reliability coordination and functional control over transmission facilities within its footprint.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the Parties hereto agree and contract as follows:

## **Section 1. Effective Date, Term, Termination and Disconnection**

### **1.1 Effective Date**

This Agreement replaces a prior version of the agreement that took effect on June 29, 2017, such that the Effective Date for purposes of the relevant terms of this Agreement is June 29, 2017. This Agreement shall reaffirm the original Effective Date of June 29, 2017, and become effective upon acceptance or approval by FERC in accordance with Section 1.4 of this Agreement.

### **1.2 Term**

This Agreement shall remain in effect for an initial term of five (5) years from the Effective Date (the “Initial Term”), and year to year thereafter, unless and until terminated earlier in accordance with Section 1.3 of this Agreement.

### **1.3 Termination**

#### **1.3.1 By Mutual Consent**

This Agreement may be terminated at any time by mutual agreement of the Parties.

#### **1.3.2 By Either Party**

The City may terminate this Agreement at any time after the Initial Term by giving Company not less than one-hundred and eighty (180) days’ advance written notice. The Company may terminate this Agreement after the Initial Term by giving the City not less than twenty-four (24) months’ advance written notice of such termination.

#### **1.3.3 In Event of Default**

This Agreement may be terminated in the event of Default, as provided for in Section 9 of this Agreement.

### **1.4 FERC Approval**

No commencement, amendment or termination hereunder shall become effective until SPP tenders to FERC any required notification of this Agreement and obtains such acceptance thereof by FERC as may be required.

### **1.5 Disconnection**

Upon termination of this Agreement in accordance with Section 1.3 of this Agreement and, if termination is by the Company, acceptance of termination by FERC in accordance with Section 1.4 of this Agreement, a Party may, in coordination with the other Party, physically disconnect its system from the other Party's system.

### **1.6 Survival of Rights**

Termination of this Agreement shall not relieve either Party of any of its liabilities and obligations arising hereunder prior to the date of termination becoming effective, and each Party may take whatever judicial or administrative actions as appear necessary or desirable to enforce its rights hereunder. Applicable provisions of this Agreement will continue in effect after expiration, cancellation or termination of this Agreement to the extent necessary to provide for final billings, billing adjustments, and the determination and enforcement of liability and indemnification obligations arising from events or acts that occurred while this Agreement was in effect.

## **Section 2. Scope of Agreement**

### **2.1 Scope**

This Agreement governs the terms and conditions under which the City System will interconnect with the Company System.

### **2.2 No Agreement to Purchase Power or to Provide Transmission Services**

This Agreement does not constitute an agreement by Company to supply electric power and energy to the City. The sale, purchase or delivery of power and other services that the City may require will be covered under one or more separate agreements. The City will be responsible for separately making all necessary arrangements (including scheduling) for delivery of electricity with the applicable transmission provider.

### **2.3 Effect on Other Agreements**

Nothing in this Agreement is intended to affect any other agreement between the Company and the City.

### **Section 3.     Electric Interconnection Service**

#### **3.1     Point(s) of Interconnection**

The Company shall deliver electric power and energy to the City at the point(s) at which the conductors of the Company make electrical connection with the conductors of the City (the “Point(s) of Interconnection”) as specified in Appendix 1, attached hereto and made a part hereof, or in accordance with any superseding appendix applicable to the services provided by the Company to the City hereunder then currently in effect and on file with any commission or other governmental regulatory agency or body having jurisdiction.

#### **3.2     Specifications**

Electric power and energy delivered by the Company to the City shall strive to be three-phase, alternating current having a frequency of approximately 60 hertz and a nominal unregulated voltage at the Point(s) of Interconnection. The obligation of the Company to deliver electric power and energy to the City hereunder shall be completed upon delivering such electric power and energy at the Point(s) of Interconnection.

#### **3.3     Responsibilities of the Parties**

##### **3.3.1   Performance of Obligations**

The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations, operating requirements, and Good Utility Practice.

##### **3.3.2   City’s Facilities**

The City shall interconnect, operate and maintain the City System and operate and maintain its interconnection facilities in accordance with the applicable manufacturer’s recommended maintenance schedule, in accordance with this Agreement and with Good Utility Practice. The Company shall not initially require the City to upgrade existing facilities. However, following the execution of this Agreement, the City shall be responsible for any costs and maintenance required to maintain the City System in compliance with this Agreement.

### **3.3.3 Company's Facilities**

The Company shall operate and maintain its Interconnection Facilities in accordance with this Agreement, and with Good Utility Practice. The Company shall be responsible for any costs and maintenance required to maintain its facilities in compliance with this Agreement.

### **3.3.4 Standards for Construction**

For new facilities, the City agrees to construct its facilities or systems in accordance with applicable national and state standards in effect at the time of construction. The City agrees to design, maintain, and operate the City System so as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the Company System.

### **3.3.5 Routine Maintenance, Construction, or Repair**

The Parties shall coordinate concerning routine maintenance, construction, or repairs on the City System and Company System and interconnection facilities. The Parties shall use reasonable efforts to avoid temporary disruption to the City and to restore service to the City as soon as reasonably practicable thereafter.

### **3.3.6 Regional Transmission Organization**

Each Party shall comply with SPP's (or successor) rules, tariffs, agreements or procedures governing interconnection and operation of the Company System or City System.

### **3.3.7 NERC**

Each Party is responsible for complying with standards and requirements of the North American Electric Reliability Corporation ("NERC") or its successor, as applicable to each Party.

## **Section 4. Operating Conditions**

### **4.1 Operations and Maintenance**

The Parties shall at all times during the Term hereof operate and maintain their respective systems in accordance with Good Utility Practice, applicable requirements, standards and directives of NERC and the regional reliability coordinator, and shall permit no unusual loads or operating conditions on their respective systems which would adversely affect

the other's system. The Parties shall, at their respective own cost and expense, furnish, install or otherwise provide, and shall operate and maintain such protective facilities as may be reasonably necessary for safe and prudent operations hereunder, including automatic protection systems.

#### **4.2 Power Factor**

Each Party shall provide the entire Kilovolt Amperes Reactive (otherwise known as kilovars) required for its own system load. Should either Party's system fail to maintain a sufficient power factor of 95% as measured on a weekly average basis, then the Party alleging the other Party's failure to maintain sufficient power factor shall notify the other Party in writing to request a meeting to discuss necessary corrections. If it is determined that one Party is failing to maintain the agreed to power factor, the other Party may request that the Party install, operate and maintain the necessary corrective equipment to resolve the non-compliance within a commercially reasonable timeframe. The Parties understand the effect that their electric service has on the other Party's facilities and the customers that share those facilities. As such, each Party reserves the right to investigate issues regarding disruptions to service that may or may not be caused by the other Party's use. If it is determined that the disruptions are being caused by the other Party's system while the power factor weekly average basis remains at or above 95%, the Parties shall work to remedy any and all such issues.

#### **4.3 City Power Demand**

The City shall have the right to place any power demand for such electric service upon the facilities of the Company at the Point(s) of Interconnection under this Agreement up to the aggregate amount of the transmission service reservation(s), or the aggregate amount of the wholesale distribution service reservation(s) if in effect and if no greater than the transmission reservation(s), providing electric service to the City. This limitation on the City's total power demand for electric service hereunder is not intended to foreclose the City from increasing its total power demand beyond such then-existing limit, after obtaining necessary adjustments to its transmission service, and wholesale distribution service (if in effect), reservation(s) with the applicable service provider(s), provided that the Parties execute a supplement hereto covering the agreed charges and other terms and conditions therefore, including up-front payment, or

amortization during the remaining Term of the Agreement as supplemented, of the fully allocated cost to the Company of any required additional facilities or accelerated installation of facilities.

## **Section 5.     Continuity of Deliveries**

Electric power and energy delivered through the Point(s) of Interconnection hereunder shall be delivered continuously as required by the other Party except for interruptions or curtailments occasioned or caused by any force not reasonably within the control of the Company or City including, but not limited to, breakdown or failure of facilities, equipment delivery delays, load shedding for the protection or restoration of system operations, curtailments implemented by the transmission provider pursuant to the transmission providers tariff, flood, drought, earthquake, storm, lightning, fire, explosion, epidemic, war, riot, civil destruction, invasion, insurrection, labor disturbance, sabotage, restraining order by court, public or military authorities, or events resulting from an unknown cause or an unexpected event from a known cause (“Force Majeure Event”). Neither Party shall be held responsible or liable for any loss or damage caused by or arising out of any such interruption or curtailment, except in the event of negligence or willful misconduct. The Parties shall exercise due diligence to restore service through the Point(s) of Interconnection hereunder with reasonable dispatch and in coordination with the transmission provider; provided, however, that any labor disturbance with respect to the Company’s work force shall be settled at the discretion of the Company.

## **Section 6.     Metering**

### **6.1     Ownership**

Metering equipment for determining the amounts of power demand and energy through each Point of Interconnection shall be installed, owned, regularly tested, and maintained by the Company at the City’s cost. If required by the Company, the City shall provide adequate space for the Company’s metering equipment.

The City may, at its own expense, install and maintain additional metering equipment for the purpose of comparison with the Company’s meter readings. If the Company’s meters fail to register properly the amounts of power and energy, the amounts shall be measured by the

City's comparison meters, if installed, and if the City has not installed comparison meters or if its comparison meters have failed to register properly during such period of time, the amounts of power and energy delivered shall be estimated using the best available data during substantially similar conditions.

## **6.2 Location and Configuration**

The location of the metering equipment is described in Appendix 1 or outlined within FERC-approved Tariff Schedules.

## **6.3 Telemetry of Meter Data**

At the City's request, the Company shall act as the City's agent to provide real-time metered data to the Balancing Authority (as such term is defined pursuant to the NERC Reliability Standards as may be amended from time to time). City may elect to contract with another party for such service, at the City's expense. Whether the telemetering service is provided by the Company or another party, the City shall be responsible for the equipment cost and ongoing communications expenses associated with such telemetering.

# **Section 7. Rights of Installation, Access and Removal**

## **7.1 Equipment Installation**

Each Party shall grant to the other Party the right to install, maintain, and operate on the premises of the other during the term of this Agreement all equipment, apparatus and devices which may be reasonably necessary for use in the performance of this Agreement. Any such installation, maintenance and operation to be performed, except in an emergency, shall be performed after reasonable notice of the schedule of activity is submitted to the Party, at reasonable times and in compliance with Good Utility Practice and the Party's reasonable rules and regulations. Any equipment, apparatus, and devices installed pursuant to this Section 7.1 shall be clearly marked by the Party with appropriate ownership identification.

## **7.2 Access to Premises**

Each Party shall give all necessary permission to the other to enable its representatives to carry out this Agreement and shall give the other the right by duly authorized representatives and employees, when accompanied by its own authorized representative, to enter the premises of

the Party owning same at all reasonable times for the purpose of reading or checking meters, or inspecting, testing, repairing, renewing, or exchanging all of its equipment, apparatus, and devices which may be located on the property of the other, or for the purpose of performing any other work incident to the performance of this Agreement.

### **7.3 Ownership and Removal of Equipment**

Any equipment, apparatus, and devices necessary to fulfill either City's obligations, or Company's obligations hereunder placed or erected by either Party on or in the premises of the other Party shall be and remain property of the Party owning and installing such equipment, apparatus, and devices regardless of the mode and manner of its annexation or attachment to real property of the other; and upon the termination of service provided for hereunder and for a period of six (6) months thereafter, City and Company shall have the right, upon reasonable notice, to enter upon the premises of the other during normal working hours to remove such equipment, apparatus, or devices owned by it or in its lawful possession or control. If such facilities are not removed within such six (6) month period, the owner shall forfeit all right to recover same and to be compensated for same.

### **7.4 Interconnected Electric System**

It is recognized by the Parties that the Company operates as part of an extensive interconnected electric system and that the frequency of the Company System cannot be independently controlled and that the Company cannot control the rate of delivery of energy from the Company's system to the City System. It is further recognized that in the event the City should establish an interconnection of the City System with another system, thus creating an indirect interconnection of the City System with the Company System through other interconnected systems, the flow of power and energy between the systems of the Parties hereto may, in part, be controlled by the physical and electrical characteristics of the facilities involved and the manner in which they are operated and that power and energy delivered may not flow through the Point(s) of Interconnection hereunder and thus may not be registered on the metering equipment provided by the Company. In such event, the Parties shall from time to time determine methods and take reasonably appropriate action to establish accounting and operating procedures to be followed in determining the amounts of power and energy delivered and received hereunder. Each Party shall at all times cooperate in the establishment of reasonable arrangements necessary to relieve any hardship in the system of the other Party, or

on other interconnected systems, caused by energy flows of power and energy delivered hereunder and to provide an accounting basis for determining power and energy flows between the systems of the Parties.

## **Section 8. Transmission and Wholesale Distribution**

The City shall pay the Company, or other transmission provider as applicable, any applicable charges for transmission and wholesale distribution of power and energy to each Point of Interconnection hereunder.

## **Section 9. Breach and Default**

### **9.1 General**

No Breach or Default shall exist where a Party's failure to discharge an obligation is the result of a Force Majeure Event as defined in Section 5 of this Agreement, or the result of an act or omission of the other Party that causes any delay or failure on the part of the Party to carry out its obligations under this Agreement. Upon a Breach by a Party, as described in Section 9.2 of this Agreement, the other Party shall give written notice of such Breach to the breaching Party. The breaching Party shall have sixty (60) calendar days from receipt of the notice of Breach within which to cure such Breach; provided, however, if such Breach is not capable of cure within sixty (60) calendar days, the breaching Party shall commence such cure within such sixty (60) calendar day time period and continuously and diligently complete such cure. In the event the breaching Party fails to cure the Breach, or to commence reasonable and appropriate steps to cure the Breach within sixty (60) calendar days after receipt of a notice of Breach, or to continuously and diligently complete such cure, the breaching Party will be in Default.

### **9.2 Events of Breach**

A Breach of this Agreement shall include:

- i. The failure to comply with any material term or condition of this Agreement;
- ii. Failure of either Party to provide such access rights, or a Party's attempt to revoke or terminate such access rights, as provided under this Agreement; or
- iii. Failure of either Party to provide information or data to the other Party as required under this Agreement provided the Party entitled to the information or data under

this Agreement requires such information or data to satisfy its obligations under this Agreement.

### **9.3 Right to Terminate**

If a Breach is not cured as provided in this Section 9, the non-defaulting Party shall have the right to terminate this Agreement in accordance with Section 1 of this Agreement.

## **Section 10. No Third Party Beneficiaries**

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

## **Section 11. Successors and Assigns**

### **11.1 Successors and Assigns**

This Agreement, and the rights and obligations created thereby, shall bind and inure to the benefit of the successors and permitted assigns of the Parties hereto.

### **11.2 Consent Required**

Subject to 11.3 below, neither Party may assign any rights or obligations hereunder without obtaining the consent of the other Party, which consent shall not unreasonably be withheld.

### **11.3 Assignment in Event of Merger or for Financing**

Notwithstanding anything to the contrary herein, either Party, without the consent of the other Party but with reasonable prior written notice, may (i) assign this Agreement and the obligations and duties under this Agreement to any entity or entities in connection with a merger, consolidation, reorganization or other change in the organizational structure of the assigning Party, or (ii) transfer, sell, pledge, encumber or assign this Agreement and the accounts, revenues or proceeds hereof in connection with any financing of or for such Party or other financial arrangements involving such Party (including to any trustee or other agent on

behalf of one or more entities providing financing to or for, or involving, such Party). At the written request of the other Party, and as a condition precedent of such assignment, the surviving entity(ies) shall provide a written document agreeing that it has assumed the assigning Party's obligations and duties under, and is bound by, the terms of this Agreement.

## **Section 12. Reports and Information**

Each Party shall, upon request, furnish to the other such reports and information concerning its system operations as the other Party may reasonably request from time to time in order to carry out the provisions of this Agreement.

## **Section 13. Existing Municipal Participation Agreement**

The Municipal Participation Agreement with an original effective date of December 19, 1975 between the Company and the City, together with its amendments and service schedules, shall terminate and be of no further force and effect from and after the Effective Date of this Agreement.

## **Section 14. Regulatory Approvals and Jurisdiction**

This Agreement and all rights and obligations hereunder are conditioned upon the granting to the Company of such necessary approvals and authorizations by all governmental regulatory agencies or bodies whose approval or authorization may be required by law. Nothing contained herein shall be construed as divesting or attempting to divest any commission or other regulatory agency or body or either Party hereto of any of its rights, jurisdiction, power or authority vested in it by federal or state regulatory act or law.

## **Section 15. Reservation of Rights**

Nothing in this Agreement shall limit the rights of the Parties or of FERC under Sections 205 or 206 of the Federal Power Act and FERC's rules and regulations, except to the extent that the Parties otherwise agree as provided herein.

## **Section 16. Waivers**

### **16.1 Waiver**

Except as otherwise provided in this Agreement, a Party's compliance with any obligation, covenant, agreement, or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement, or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure of any obligation, covenant, agreement, or condition herein.

### **16.2 Failure to Enforce**

Failure of a Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement, or to give notice or declare this Agreement or the rights hereunder terminated, shall not constitute a waiver or relinquishment of any rights set out herein, but the same shall be and remain at all times in full force and effect as to future acts and omissions, unless and only to the extent expressly set forth in a writing signed by the Party granting such waiver or relinquishing any such right(s). Any waiver granted, or relinquishment of any right, by a Party shall not operate as a relinquishment of any other rights or a waiver of any other failure of the Party granted the waiver to comply with any obligation, covenant, agreement, or condition herein.

## **Section 17. Liability and Indemnification**

### **17.1 Limitations of Liability**

Neither Party nor their directors, members, shareholders, officers, employees, agents, or affiliates, shall be liable for money damages or other compensation to the other Party for actions or omissions from either Party's performance or non-performance of an obligation under this Agreement, except to the extent such act or omission is found to result from its negligence or intentional wrongdoing. In no event shall a Party be liable for any incidental, consequential, punitive, special, exemplary or indirect damages, loss of revenues or profits, arising out of, or connected in any way with its performance or non-performance under this Agreement, except for the indemnification obligations set forth in Section 17.2 of this Agreement.

## **17.2 Indemnification**

Subject to the limitations of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.* and as otherwise permitted under Kansas law, each Party (the “Indemnifying Party”) shall at all times indemnify, defend and hold the other Party (the “Indemnified Party”) harmless from any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney’s fees, and all other obligations by or to third parties, arising out of or resulting from the Indemnifying Party’s performance of obligations under this Agreement, except in cases of negligence or intentional wrongdoing by the Indemnified Party.

## **17.3 Survival**

The limitation of liability provided for, and the indemnification obligations of each Party and SPP under this Article shall continue in full force and effect regardless of whether this Agreement has either expired or been terminated or canceled with respect to matters that arise during the effectiveness of the Agreement.

## **17.4 SPP Limitation of Liability**

Nothing in this Agreement shall be construed to create or give rise to any liability on the part of SPP and the Parties expressly waive any claims that may arise against SPP under this Agreement. By executing this Agreement, SPP does not agree to the provisions that do not affect or involve SPP transmission service or SPP’s role as a Commission-approved RTO. SPP’s only purpose and involvement in executing this Agreement is with regard to any sections which may affect or involve SPP transmission service or SPP’s role as a Commission-approved RTO.

## **17.5 Effect of SPP Signature**

The Parties acknowledge and understand that the signature of the authorized officer of SPP on this Agreement is for the limited purpose of acknowledging that an officer of SPP has read the terms of this Agreement. The Parties and SPP further state that they understand that the Commission desires that the Parties keep SPP fully apprised of the matters addressed herein as well as any reliability and planning issues that may arise under this Agreement, and that the signature of the SPP officer shall not in any way be deemed to

imply that SPP is taking responsibility for the actions of any Party, that SPP has any affirmative duties under this Agreement, or that SPP is liable in any way under this Agreement except as specifically provided in the SPP Tariff.

## **Section 18. Notices and Communications**

### **18.1 Notices in Writing**

Except under the conditions stated in “Emergency Notice” in Section 18.3 of this Agreement, all notices, requests, claims, demands and other communications required or permitted to be given under this Agreement must be in writing, and must be given (and will be deemed to have been duly given if so given) by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party as designated in Appendix 2 or modified in accordance with Section 18.2 of this Agreement. Any such notice or communication will be deemed to have been given as of the date received or the date of refusal of receipt thereof.

### **18.2 Change of Address or Designated Representative**

Either Party or SPP may change its address or designated representative(s) for notices by notice to the other in the manner provided above.

### **18.3 Emergency Notice**

Notwithstanding the Notice provisions contained in Section 18.1 of this Agreement, any notice hereunder concerning an emergency or other occurrence requiring prompt attention, or as necessary during day to day operations, may be made by telephone, Email, or in person, provided that such notice provided by telephone or in person is confirmed in writing promptly thereafter. Notice in an emergency, or as necessary during day to day operations, shall be provided: (i) if by Company, to the operator on duty at the City’s utility office, (ii) if by City, to the shift supervisor at Company’s Dispatching Office, and (iii) if by the RTO, pursuant to the RTO’s established procedures. The Parties’ appropriate contact information is provided initially in Appendix 2 and may be modified under 18.2

## **Section 19. Miscellaneous Provisions**

### **19.1 Governing Law**

When not in conflict with or preempted by federal law, this Agreement will be governed by and construed in accordance with the laws of the State of Kansas without giving effect to the conflict of law principles thereof.

### **19.2 Relationship of the Parties**

Nothing in this Agreement is intended to create a partnership, joint venture, or other joint legal entity making either Party jointly or severally liable for the acts of the other Party. Unless otherwise agreed to in a writing signed by both Parties, neither Party shall have any authority to create or assume in the other Party's name or on its behalf any obligation, express or implied or to act or purport to act as the other Party's agent or legally-empowered representative for any purpose whatsoever. Except as expressly provided for herein, neither Party shall be liable to any third party in any way for any engagement, obligation, commitment, contract, representation, or for any negligent act or omission to act of the other Party.

### **19.3 Amendment**

Except as otherwise provided, (a) this Agreement may only be modified in writing and signed by the Parties, and (b) no amendment or modification to this Agreement or waiver of a Party's rights hereunder shall be binding unless the same shall be in writing and signed by the Parties and approved by FERC in accordance with Section 1 of this Agreement.

### **19.4 Severability**

If any term, condition, covenant, restriction or other provision of this Agreement is held by a court or regulatory agency of competent jurisdiction or by legislative enactment to be invalid, void or otherwise unenforceable, the remainder of the terms, conditions, covenants, restrictions and other provisions of this Agreement shall remain in full force and effect unless such an interpretation would materially alter the rights and privileges of either Party. If any term, condition, covenant, restriction or other provision of this Agreement is held invalid, void or otherwise unenforceable, the Parties shall attempt to negotiate an appropriate and equitable

replacement, revision or adjustment to the provision of this Agreement to restore the benefits and obligations conferred under the original Agreement.

#### **19.5 Headings and Captions**

Article headings, section headings, and/or other captions are included in this Agreement for reference purposes only and shall not constitute a part of this Agreement or in any way affect the meaning or interpretation of this Agreement. Whenever used herein the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

#### **19.6 Entire Agreement**

This Agreement, including all exhibits, schedules, appendices and other attachments hereto and hereby made a part hereof, sets forth the entire understanding and agreement of the Parties as to the subject matter of this Agreement and merges and supersedes all prior written and oral understandings, offers, agreements, commitments, representations, writings, discussions or other communications of every kind between the Parties, pertaining to the subject matter hereof.

#### **19.7 Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties and SPP hereto, by and through their duly authorized officers and officials have executed this Agreement the day and year first above written in this Agreement.

EVERGY METRO, INC.

By \_\_\_\_\_

Printed Name \_\_\_\_\_

CITY OF GARDNER, KANSAS

By \_\_\_\_\_

Printed Name \_\_\_\_\_

SOUTHWEST POWER POOL, INC

By \_\_\_\_\_

Printed Name \_\_\_\_\_

## **Appendix 1- Service Schedules**

### **SERVICE SCHEDULE A**

#### **EVERGY METRO, INC. POINTS OF INTERCONNECTION WITH CITY OF GARDNER, KANSAS**

<u>Name</u>	<u>Description</u>
Gardner	<p>Interconnection at the point where the City's 161 kV facilities connect with the Company's 161 kV facilities.</p> <p>Interconnection at 161 kV.</p> <p>The Company's meters are located on the low side of both the City-owned 161/12 kV distribution transformer and the 161/13.2 kV generation transformer.</p> <p>All power and energy interchanged between the systems of the Parties under this Agreement shall nominally be delivered and received at the 161 kV dead-end structure for the Gardner Energy Center (Substation #1) line in the Company's Moonlight Substation Number 69 (hereinafter referred to as the "Gardner Delivery Point") in Johnson County, Kansas.</p>

## SERVICE SCHEDULE B

### EVERGY METRO, INC. POINTS OF INTERCONNECTION WITH CITY OF GARDNER, KANSAS

<u>Name</u>	<u>Description</u>
Moonlight	<p>Interconnection at the point where the City's 161 kV facilities connect with the Company's 161 kV facilities.</p> <p>Interconnection at 161 kV.</p> <p>The Company's meter is located on the low-side of the three City-owned 161/12 kV distribution transformers.</p> <p>All power and energy interchanged between the systems of the Parties under this Agreement shall nominally be delivered and received at the two [2] north and south locations where the 161 kV bus crosses the Company's Moonlight Substation Number 69 west fence (hereinafter referred to as the "Moonlight Delivery Point") in Johnson County, Kansas.</p>

## **Appendix 2- Contact Information**

### Evergy Metro, Inc.

Denise Buffington  
Federal Regulatory Affairs Director  
1200 Main St.  
Kansas City, MO 64105  
Phone: 816-556-2683  
Email: [Denise.Buffington@evergy.com](mailto:Denise.Buffington@evergy.com)

### City of Gardner, Kansas

Gonzalo Garcia  
Utilities Director  
1150 E. Santa Fe  
Gardner, KS 66030  
Phone: 913-856-0990  
Email: [ggarcia@gardnerkansas.gov](mailto:ggarcia@gardnerkansas.gov)

### Southwest Power Pool, Inc.

Tessie Kentner  
Managing Attorney  
201 Worthen Drive  
Little Rock, AR 72223-4936  
Phone: 501-688-1782  
Email: [tkentner@spp.org](mailto:tkentner@spp.org)

## COUNCIL ACTION FORM

## CONSENT AGENDA ITEM NO. 6

**MEETING DATE:** JUNE 15, 2020

**STAFF CONTACT:** AMY FOSTER, BUSINESS SERVICES MANAGER

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**Agenda Item:** Consider authorizing the execution of a participation agreement with AllPaid, Inc., dba GovPayNet

**Strategic Priority:** Maintain/Improve Quality of Life  
Fiscal Stewardship

**Department:** Finance Department - Municipal Court

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### **Staff Recommendation:**

Staff recommends authorizing the City Administrator to execute a participation agreement with AllPaid, Inc., dba GovPayNet to act as its agent for the processing of credit, debit and prepaid debit cards in the field for cash bail/bond payments issued to Police Officers.

### **Background/Description of Item:**

The Police Department and Municipal Court met March 2, 2020 to discuss streamlining active warrant processes. The biggest concern was the steps and time involved in serving a warrant during a routine traffic stop or on warrant attempts. On a warrant serve, the defendant is taken into custody and booked into the county jail. Typically, this practice takes at least two hours. Once booked, the Defendant can post a cash or surety bail/bond to be released with a new court date or can wait to appear virtually before the Judge to request a Personal Recognizance Bond.

In an effort to decrease the amount of steps and time to serve a warrant, AllPaid, Inc. dba GovPayNet will act as an agent to allow the processing of credit, debit and prepaid debit cards in the field. The Arresting Officer can serve the warrant and if the defendant chooses to post the stated bail/bond with a credit card onsite, it eliminates the arrest and the defendant is granted a new court date. This will promote defendants to appear in court and can save them time, and potentially, employment by avoiding arrest. If someone fails to appear or hold up to court requirements, the court can revoke the bail as cash bail.

This service would drastically reduce the time officers are engaged on one stop. The defendant can handle their warrant with limited police interaction. It will promote more effective court appearances versus Personal Recognizance.

### **Financial Impact:**

The set-up cost required to the City of Gardner is for the purchase of USB Extenders to allow availability on the officers' mobile units for a card swipe. The city will purchase 13 USB extenders at \$15.00 each, totaling \$195.00, to be paid from the Police budget.

The defendant would be required to pay a disclosed fee to AllPaid, Inc., dba GovPayNet before accepting the terms of payment. The service fee charged to the defendant is 5% of the cash bail/bond amount and would be included on the card transaction.

### **Attachments included:**

- Participation Agreement

### **Suggested Motion:**

Authorize the City Administrator to execute a participation agreement with AllPaid, Inc., dba GovPayNet to act as its agent for the processing of credit, debit and prepaid debt cards in the field for cash bail/bond payments issued to Police Officers.



## PARTICIPATION AGREEMENT

CITY OF GARDNER  
16540 N. MOONLIGHT ROAD  
GARDNER, KS 66030

AllPaid, Inc. dba GovPayNet ("GovPayNet")  
7820 Innovation Boulevard, Suite 250  
Indianapolis, Indiana 46278  
Phone: (866) 564-0169  
Facsimile: (888) 665-4755  
Email: [accountservices@govpaynet.com](mailto:accountservices@govpaynet.com)

**1. Services.** The above-named entity ("Participant") authorizes GovPayNet to act as its agent for the processing of credit, debit, and prepaid debit card transactions and GovPayNet accepts such appointment subject to any conditions and limitations in this Participation Agreement and any attachments hereto ("Agreement"). GovPayNet shall provide Participant with training, documentation, and electronic and telephonic support at GovPayNet's expense. GovPayNet shall cause funds to be forwarded electronically to such account as Participant designates within two banking days after transaction authorization or by mailed check if Participant so indicates.

**2. Term and Termination.** This Agreement shall become effective upon the date of the latter signature to this Agreement ("Effective Date") and shall continue for three years, automatically renewing for additional one-year periods commencing on the third anniversary of the Effective Date. This Agreement may be terminated (i) by Participant at any time with or without cause upon 30 days' written notice to GovPayNet; (ii) by GovPayNet upon 30 days' written notice to Participant prior to any renewal term; or (iii) by either party immediately upon notice to the other party of such other party's material breach of this Agreement, subject to a reasonable opportunity to cure such breach.

**3. Fees.** GovPayNet shall collect the Service Fees shown in Attachment "A" based on type of payment processed from the cardholder or from Participant, as Participant specifies to GovPayNet, on behalf of Participant, retaining such Service Fees as its sole compensation. Participant may select any or all of the payment types available as follows:

- For cash bail/bond payments, "**Service Fee Schedule for Bail Payments**" applies.
- For criminal justice-related payments, such as fees for probation management, electronic

monitoring, work release, or other payments associated with reducing or avoiding a term of incarceration, "**Service Fee Schedule for Criminal Justice-Related Payments**" applies.

- For payment of civil fines or fees, "**Service Fee Schedule for Civil Fines and Payments**" applies.

GovPayNet will apply its then-current service fee to the payment types Participant has selected for processing under this Agreement. GovPayNet may modify any or all service fees at its sole option, providing Participant with 30 days' advance written notice. **ALL SERVICE FEES ARE NON-REFUNDABLE.**

**4. Disputes and Chargebacks.** GovPayNet shall be responsible for handling all transaction disputes associated with cardholders' use of cards to make payments to Participant through GovPayNet. Further, GovPayNet shall be responsible for all chargebacks initiated not more than 180 days after the transaction. If GovPayNet determines that a chargeback may be inappropriate, GovPayNet expects Participant to provide reasonable assistance in any challenge GovPayNet makes to the chargeback. GovPayNet reserves the right to adjust service and security levels as GovPayNet reasonably deems necessary to maintain payment security and integrity.

**5. Warranties.** Each party warrants that this Agreement is valid, binding, and enforceable against such party in accordance with its terms and that each party has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. GovPayNet further warrants that during the performance of this Agreement, GovPayNet (i) shall provide services in a non-discriminatory manner and shall not deny services or employment on the basis of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status, or any other legally protected class; (ii) will comply with all applicable laws and regulations and the rules and

procedures applicable to the credit and debit card brands it accepts and processes; and (iii) in accordance with then-current PCI DSS requirements, will maintain proper security and responsibility for cardholder data while it is in GovPayNet's possession, all at GovPayNet's sole cost. Participant further warrants that Participant's decisions and instructions to GovPayNet with respect to cardholder responsibility for payment of all or any part of the Service Fee shall conform with applicable law.

**6. Indemnification and Disclaimers.** GovPayNet shall indemnify and save harmless Participant, its agents, officers, and employees from responsibility or liability for all damages, costs, expenses, (including reasonable attorney fees and defense costs) relating to death or bodily injury or damages to physical property directly resulting from GovPayNet's performance under this Agreement. **GOVPAYNET ACCEPTS NO RESPONSIBILITY FOR SECURITY OF CARDHOLDER DATA ON SYSTEMS OTHER THAN THOSE CONTROLLED BY GOVPAYNET. GOVPAYNET LIABILITY WITH RESPECT TO PAYMENTS PROCESSED HEREUNDER IS LIMITED TO MAKING PAYMENTS IN THE AMOUNTS AUTHORIZED. GOVPAYNET IS NOT A SURETY AND PROCESSING A PAYMENT THROUGH GOVPAYNET DOES NOT GUARANTEE ANY PARTICULAR OUTCOME INCLUDING, BUT NOT LIMITED TO, A DEFENDANT'S COURT APPEARANCE OR FULL SATISFACTION OF A FINANCIAL OBLIGATION. OTHER THAN WARRANTIES EXPLICITLY MADE IN THIS AGREEMENT, GOVPAYNET DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED. NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PARTICIPANT BEARS RESPONSIBILITY FOR ANY ADMINISTRATIVE ACTIONS IT MAY TAKE IN CONNECTION WITH SERVICES PROVIDED UNDER THIS AGREEMENT.**

**7. Independent Contractor.** GovPayNet shall provide all services to Participant as an independent contractor. Nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of master and servant or employer and employee between the parties or to provide either party with the right, power, or authority, expressed or implied, to create any such duty or obligation on behalf of the other party.

**8. Taxes.** GovPayNet shall be responsible for the payment of all taxes legally imposed upon its services.

**9. Notices.** All legal notices permitted or required by this Agreement shall be in writing and given to the respective parties in person, by first class mail, by recognized private courier, or by facsimile (with a hard copy following) directed to the address first stated in this Agreement or to such other person or place that the parties may from time to time designate (if to GovPayNet, note "Attention: Account Services). Notices and consents under this section shall be deemed to be received, if sent by mail or courier, five days following their deposit in the U.S. Mail or with such courier or, if sent by facsimile, when such facsimile is transmitted to the number the intended recipient provides and sender receives a confirmation that such facsimile was transmitted.

**10. SERVICE CHANGES:** Participant is responsible for advising GovPayNet as to the types of payments GovPayNet is authorized to accept on Participant's behalf (per the fees and conditions in Attachment "A") and the type of service and equipment modes that will apply to each payment type. Participant may at any time (i) authorize GovPayNet to accept additional types of payments, (ii) cancel the processing through GovPayNet of any types of payments, (iii) modify the service or equipment modes (from among Internet, telephone, Internet and telephone, *Gov\$wipe*®, etc.), (iv) modify the account(s) to which GovPayNet shall direct payments to Participant, or (v) add other agencies, departments or sub-agencies ("Affiliated Agencies") to, or delete Affiliated Agencies from Participant's use of any GovPayNet services and equipment by specifying all such changes to GovPayNet in writing. Any such changes will be subject to GovPayNet acknowledgment and acceptance in writing. For purposes of this subsection only, "in writing" shall mean via letter, facsimile, or email (if to GovPayNet, to [accountservices@govpaynet.com](mailto:accountservices@govpaynet.com)).

**11. Gov\$wipe.** GovPayNet will provide Participants who select *Gov\$wipe* with card readers and peripheral equipment (cables, etc.), which are and will remain the property of GovPayNet. Participant understands that GovPayNet card readers are embedded with proprietary technology ("Firmware"). GovPayNet grants Participant a license to use such card readers and Firmware for the duration of the Agreement. Participant's use of card readers and Firmware shall be limited to the purposes of this Agreement. Acceptance and use of card readers does not convey to Participant any title, patent, copyright or other proprietary right in or to the Firmware. At all

times, GovPayNet or its suppliers retain all rights to the Firmware, including but not limited to updates, enhancements, and additions. Participant shall not attempt to access or disclose the Firmware to any party, or transfer, copy, license, sub-license, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on Firmware.

Participant will use reasonable care to protect card readers from loss, theft, damage or any legal encumbrance. GovPayNet shall provide card readers and installation instructions at service implementation and when providing any replacement or additional card readers by shipment to a location Participant designates or, at GovPayNet's option, Participant will allow GovPayNet and its designated representatives reasonable access to Participant's premises for training purposes and device installation, repair, removal, modification, upgrades, and relocation.

Card readers for use with *Gov\$wipe* are designed to communicate cardholder data to GovPayNet through Participant's computing equipment to which they are cable-attached via USB port. Internet access to GovPayNet is required for transaction processing via *Gov\$wipe* and is enabled solely by Participant's computers and networks. Participant is responsible to use standard safeguards and practices to keep its computers and networks secure and free from malicious software or hardware. GovPayNet shall not be held liable to Participant for exposure of Participant's computers or networks to malicious software or hardware of any kind. GovPayNet is solely responsible for the maintenance of any card readers and shall supply Participant with replacement card readers on Participant's request and as GovPayNet deems appropriate. Upon termination of the Agreement, GovPayNet may require Participant to return card readers at GovPayNet's expense and by such method as GovPayNet specifies.

**12. Miscellaneous.** There are no third-party beneficiaries to this Agreement. This Agreement may not be assigned, in whole or in part, by either party

#### CITY OF GARDNER

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

hereto without prior written consent of the other party, which consent shall not be unreasonably withheld. Either party is excused from performance and shall not be liable for any delay in performance or non-performance, in whole or in part, caused by the occurrence of any contingency beyond the control of the non-performing party including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, terrorism, loss of power or telecommunications, flood, storm, Acts of God, and similar occurrences. This Agreement shall be governed by the internal laws of the state in which Participant is located. Litigation regarding this Agreement shall be filed in state or federal courts of appropriate jurisdiction in or near the county in which Participant is located. A waiver of any portion of this Agreement shall not be deemed a waiver or renunciation of other portions. Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof. In the event that any provision of this Agreement is adjudicated by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, all other provisions of this Agreement shall remain in full force and effect.

**13. Completeness and Execution.** This Agreement including its authorized attachment(s) is the entire agreement between the parties and expresses the complete understanding of the parties, superseding all prior or contemporaneous agreements with regard to the subject matter herein. This Agreement may not be altered, amended or modified except in a writing incorporated hereto and signed by the parties, provided, however, that GovPayNet may revise the terms of this Agreement if required to comply with law, regulation, or card industry rules and GovPayNet provides prompt notice to Participant of such change(s) and may modify fees per Section 3. This Agreement may be executed simultaneously in multiple counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument. All signed fax or electronically imaged counterparts to this Agreement shall be deemed as valid as originals.

#### ALLPAID, INC. dba GOVPAYNET

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## ATTACHMENT “A” – SERVICE FEES

Service Fees may be the responsibility of cardholder, Participant, or shared by cardholder and Participant. Unless Participant advises GovPayNet otherwise, Participant will be presumed to have chosen that cardholders shall be responsible for all Service Fees. If Participant elects to pay all or any portion of the Service Fee, Participant must so advise GovPayNet in writing using the method specified in subsection 9. For any Service Fees Participant elects to pay, GovPayNet will debit Participant’s account for Participant’s share of the Service Fee in accordance with the terms of the debit authorization form GovPayNet provides. Participant must allow GovPayNet 30 days to make any changes Participant requests to the Service Fee responsibility.

### ALL SERVICE FEES ARE NON-REFUNDABLE

Service Fee Schedule for Cash Bail Payments	
<b>5.0%</b>	
<p><i>Cardholders posting cash bail may attempt transactions of up to \$50,000.</i></p> <p><i>There is no additional charge for Call Center/Live Agent assistance for cash bail postings.</i></p>	

Service Fee Schedule for Criminal Justice-Related Payments	
<b>Service Fee for Payments via Web/Gov\$wipe®</b>	<b>Service Fee for Payments via Call Center/Live Agent</b>
<b>3.75%</b> <i>Minimum Fee = \$3.50</i>	<b>5.25%</b> <i>Minimum Fee = \$5.00</i>

Service Fee Schedule for Civil Fines and Payments							
Transaction Range			Service Fee	Transaction Range			Service Fee
\$0.01	>	\$50.00	\$1.75	\$100.01	>	\$150.00	\$5.75
\$50.01	>	\$75.00	\$2.00	\$150.01	>	\$200.00	\$7.25
\$75.01	>	\$100.00	\$3.75	For each additional increment of \$50.00, or portion thereof, add \$2.00			
Add \$2.50 to each fee amount for use of operator assistance or \$1.50 for use of Integrated Voice Response to process a payment.							

## COUNCIL ACTION FORM

## CONSENT AGENDA ITEM NO. 7

**MEETING DATE:** JUNE 15, 2020

**STAFF CONTACT:** JAMES PRUETTING, CITY ADMINISTRATOR

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**Agenda Item:** Consider authorizing an agreement for ad hoc planning services

**Strategic Priority:** Economic Development

**Department:** Administration

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**Staff Recommendation:**

Staff recommends authorizing the City Administrator to enter into an agreement with IBTS for ad hoc planning services.

**Background/Description of Item:**

There are currently two planning staff vacancies in the Business & Economic Development Department, which creates the need for planning review and staff report assistance on an interim basis. The Mid America Regional Council (MARC) has an agreement in place with the Institute for Building Technology and Safety (IBTS) to provide those services to government entities within the MARC region on an ad hoc basis. The two-year agreement has no service fees outside of an hourly rate for services that will be rendered under the authorization and review of the city.

**Financial Impact:**

Planning services will be utilized on an ad hoc basis and billed per the agreement.

**Attachments included:**

- IBTS Agreement

**Suggested Motion:**

Authorize the City Administrator to enter into a two-year agreement with IBTS for ad hoc planning services

**SERVICE AGREEMENT  
BETWEEN  
INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY  
AND  
CITY OF GARDNER, KANSAS**

On this \_\_\_\_\_ day of \_\_\_\_\_ 2020, the City of Gardner, KS, herein after referred to as "Jurisdiction," located at 120 E. Main Street, Gardner, KS, and the Institute for Building Technology and Safety, headquartered at 45207 Research Place, Ashburn, VA, 20147, hereinafter referred to as "IBTS," do hereby enter into this Service Agreement under the following terms and conditions.

**WITNESSETH**

WHEREAS, Mid-America Regional Council (MARC) and IBTS has made available to the Jurisdiction for consideration the regional shared services; and

WHEREAS, IBTS is a nonprofit organization whose purpose is to assist local jurisdictions by delivering quality services that meet the challenges of governance at all levels while enhancing public safety, economic development and the general welfare of the community; and

WHEREAS, the Jurisdiction recognizes the safety and other benefits from code compliance of residential and commercial structures; and

WHEREAS, the Jurisdiction desires to participate in the regional services offered by MARC with IBTS;

NOW THEREFORE, in consideration of the above, the Jurisdiction hereby enters into this cooperative purchase agreement made available through the Master Agreement made available through MARC for the Services described herein:

In consideration of the mutual agreements contained herein, the Jurisdiction and IBTS agree as follows:

**1.0 DEFINITIONS**

"MARC/IBTS Project" hereinafter referred to as "Project" references the full scope of activities and services outlined in this Service Agreement for the shared services project.

"Addenda" refers to the attachments to this Service Agreement, which include Addendum A through Addendum I.

"Applicant" refers to any individual, business or organization applying for building technology permits and/or services from a Jurisdiction and paying certain fees for those permits and/or services.

"Jurisdiction" refers to the jurisdiction signing this Service Agreement.

"Master Agreement" refers to the Master Agreement entered into by MARC and IBTS for the purposes of defining the key elements, fee schedules and to outline the regional approach to the shared services offered by IBTS.

"Operation" refers to IBTS operating and or running a department of service area for the Jurisdiction. This includes all services described within a service area.

"Service Agreement" refers to this agreement entered into by Jurisdiction and IBTS that define specific services to be delivered by IBTS to the Jurisdiction, as set forth in the Addenda. This Service Agreement should be considered as a cooperative purchase agreement made available through the MARC.

“Services” refers to the services offered by IBTS to the Jurisdiction under this Service Agreement and as described in the Addenda. The Services include Building Department Services, Floodplain Services, Accessibility Code Services, Fire Code Services, Stormwater Services, Planning and Zoning Services, Property Maintenance Services, Organization, Operations, and Process Analysis Services, Geographic Information Systems, Disaster Preparedness, Response and Recovery, Information and Technology Services, Retail Development Services, Community Survey Services, Department Administration and Operations Services, CRAFT Evaluation, establishing a Customer Service Center for a Jurisdiction, Business Licensing Services, 5G Small Cell Services, and other services as may be set forth herein or added in the future.

## **2.0 CUSTOMER SERVICE**

**Customer Service** – Should an issue arise for any Jurisdiction with delivery of services by IBTS that Jurisdiction shall notify IBTS and work directly with IBTS to resolve the issue within thirty (30) days. Should the issue remain unresolved after thirty (30) days, the Jurisdiction can seek further resolution, including cancellation of the Service Agreement between the Jurisdiction and IBTS based upon the terms of the Service Agreement.

## **3.0 SERVICE SELECTION**

The full scopes of Services offered by IBTS found in this Service Agreement are listed as Addenda to this Service Agreement. Jurisdiction hereby selects the Services identified below by initialing beside the Service(s) to be implemented in the Jurisdiction

- ☐ Addendum A – Building Code Department Services & Fees
- ☐ Addendum B – Floodplain Services & Fees
- ☐ Addendum C – Accessibility Plan Review and Inspection Services & Fees
- ☐ Addendum D – Fire Code Review & Inspection Services & Fees
- ☐ Addendum E – Stormwater Services & Fees
- ☐ Addendum F – GOVmotus™ Programs (Reserved for Future Use)
- ☐ Addendum G – Energy and Green Building Services and Fees
- ☒ Addendum H – Community Development (Planning and Zoning) Services
- ☐ Addendum I – Property Maintenance Services and Fees

## **4.0 CHANGES AND ADDITIONAL SERVICES**

Jurisdiction may request certain Services not currently outlined in the attached Addenda, and additional Services not currently described can be added. Examples of additional Services that can be added are specialty Services, such as Contractor Licensing Services, Business Licensing Services, Public Works Inspections, and other Services as needs are identified and documented by IBTS and/or Jurisdiction(s). If any such change causes an increase or decrease in the cost of or in the time required for performance of this Service Agreement, IBTS shall notify MARC in writing immediately, but, in any event, prior to executing an Agreement Modification. IBTS and MARC will negotiate the new terms and modify the Service Agreement as described in Section 18.0 – Agreement Modification of the Master Agreement.

## **5.0 USE OF REGISTERED TRADEMARKS**

IBTS and Jurisdiction give mutual permission to each other to utilize each other’s registered trademark and/or logos in all marketing materials, advertisements and public documents pertinent to the Scope of Services described in the Addenda as long as this Service Agreement remains in effect.

## 6.0 FEE COLLECTION:

IBTS or the Jurisdiction may collect the fees for all services as described in the Addenda to this Agreement. Jurisdiction elects to utilize the fee collection method initialed below:

       **Rebate Process:** IBTS will collect all fees. IBTS will retain fees for its Services and will rebate the permit fees collected to the Jurisdiction.

  X   **Invoice Process:** Jurisdiction will collect all fees. Jurisdiction will retain permit fees for its Services, and IBTS will invoice the Jurisdiction for the Services it provided.

Reports of all fee activities between IBTS and the cities and towns will be reported to MARC and the Jurisdiction. The reports to the Jurisdiction and MARC will include the appropriate permit fee rebates and handling fees.

## 6.1 PAYMENT TERMS AND PROCESS

**Rebate Process** – if the above Rebate Process has been selected by the Jurisdiction, IBTS will utilize its existing credit card processing system, which includes acceptance of e-payments, to receive all fees associated with Services provided to Jurisdictions. IBTS will collect payment of fees from the Applicant for appropriate Services and will retain certain fees for its Services and report activity to MARC and the Jurisdiction. IBTS agrees to pay all credit card and other banking or financing fees required in the transaction of, use of, maintenance, and other fees associated with the processing of transactions with the credit card account.

Permit Fees collected by IBTS will be rebated to the Jurisdiction to cover their expenses to administer the permit process. IBTS will make rebate payments to each Jurisdiction for permit fees collected during the permitting process. Within forty-five (45) working days of the end of the month, IBTS will rebate to the Jurisdiction all permit fees collected by IBTS.

**Jurisdiction's Permit Fees**– IBTS can provide suggested permit fees for the Addenda to this Service Agreement. If Rebate Process is selected, Each Jurisdiction shall establish permit fees for each permit type shown in the Addenda to this Service Agreement. These permit fees belong to the Jurisdiction. However, all fees along with all other plan review, inspection, flood review, handling and other fees required for the Service, shall be paid to the fee collector at the time the Applicant submits the permit application.

IBTS will rebate the Jurisdiction for permit fees for Services the Jurisdiction provides, such as and including permitting and issuing the Occupancy Certificates and release to connect the utilities, only after the inspections have been completed, and the building has passed all IBTS inspections. Each Jurisdiction will establish these permit fees for each permit type shown in the Addenda to this Service Agreement. The Jurisdiction's established fees may vary from the suggested permit fees included in Addendum A.

**Invoice Process** - Alternatively, if the Jurisdiction elects the invoice process described above

IBTS will invoice the Jurisdiction for all IBTS fees related to services provided as described in the Addenda. The Jurisdiction agrees to make payments to IBTS within forty-five (45) days of receipt of the invoice. A report describing all transactions, which will include the permit number, permit type, and the permit category, will accompany the invoice.

## **7.0 TERM OF AGREEMENT**

This initial two-year Service Agreement term shall begin on June \_\_\_\_\_ 2020, and shall end on June \_\_\_\_\_ 2022. After the expiration date of this Service Agreement, the Service Agreement and any subsequent amendments will automatically renew and be extended for additional one-year terms until either Jurisdiction or IBTS terminates the Service Agreement by providing a 30-day written notice of termination in advance of expiration. Prior to the start of each one-year extension, the rate of compensation and the handling fees will be negotiated as appropriate.

## **8.0 TAXES**

IBTS is responsible for payment of all applicable taxes on the funds it receives as compensation for services provided under this Service Agreement. IBTS's Federal Tax Identification Number is 54-1963889.

## **9.0 JURISDICTION-FURNISHED RESOURCES**

Jurisdiction shall appoint a Program Manager to coordinate the Services pursuant to this Service Agreement. The assigned Program Manager shall be the principal point of contact on behalf of Jurisdiction and will be the principal point of contact for IBTS concerning performance under this Service Agreement.

The Jurisdiction will pass resolutions and/or ordinances to require fees, plan reviews, permits, inspections and code compliance and establish enforcement mechanisms that shall be in accordance with federal and state law. The Jurisdiction agrees to enforce the requirement and take administrative and legal action to enforce compliance with those ordinance requirements. IBTS shall comply with those ordinance requirements in the provision of Services to the Jurisdiction.

The Jurisdiction will provide IBTS field inspector with a location, from time to time, for coordination with the Jurisdiction personnel, filing reports and assisting citizens. If the Jurisdiction is providing permit issuance assistance, one of the Jurisdiction's personnel will handle the permits and receive the plans for review. The Jurisdiction shall also permit IBTS to use its printer or copier as necessary to support third party services.

## **10.0 IBTS-FURNISHED RESOURCES**

IBTS will be fully responsible for its staff and all of its staff's needs including but not limited to: automobile, mileage, housing, per diems, cell phones, laptop computers and appropriate software, code books, safety equipment, tools for inspections, and certification costs.

## **11.0 TERMINATION FOR CAUSE**

Jurisdiction may terminate this Service Agreement for cause based upon the failure of IBTS to comply with the terms and/or conditions of this Service Agreement, provided that Jurisdiction shall give IBTS written notice specifying IBTS's failure and an opportunity to cure the failure.

## **12.0 INDEMNIFICATION**

IBTS hereby agrees to indemnify and hold harmless Jurisdiction against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any negligent act or omission of IBTS in the performance and/or failure to perform within this Service Agreement including the negligent acts or omission of any subcontractor or any direct or indirect employees of IBTS or its subcontractors.

## **13.0 LIMIT OF LIABILITY**

To the fullest extent permitted by applicable law, the total liability, in the aggregate, of IBTS, IBTS's officers, directors, partners, employees, agents, and contractors, to owner, and anyone claiming by, through,

or under owner for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Service Agreement, from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the greater of: (1) total compensation received by IBTS from the Jurisdiction hereunder; or, the total limit of liability for the particular IBTS insurance policy that a claim would be subject to as set forth in Section 21. Any limitation of liability set forth in this Service Agreement shall not preclude the Jurisdiction from claiming under any insurance placed or provided pursuant to this Service Agreement up to the full amount payable under such insurance

#### **14.0 DISPUTE RESOLUTION**

Either party may submit a dispute to binding arbitration for resolution by a single arbitrator with a professional arbitration service mutually agreeable to the parties after furnishing the other party ten (10) days prior written notice. If the parties cannot agree on an arbitration service, the arbitration will take place pursuant to the American Arbitration Association (“AAA”) Commercial Arbitration Rules and Mediation Procedures. The parties shall bear equally the costs of arbitration, including the fees and expenses of the arbitrator. Each party shall bear the cost of preparing and presenting its case, which will be heard at a mutually agreeable site in the Kansas City metropolitan area.

#### **15.0 ASSIGNMENT**

IBTS shall not assign any interest in this Service Agreement by assignment or transfer without prior notification from IBTS to Jurisdiction and written consent of Jurisdiction. This provision shall not be construed to prohibit IBTS from assigning to a bank, trust company, or other financial institution any money due or to become due from approved Service Agreements without such prior written consent.

#### **16.0 AGREEMENT MODIFICATION**

No amendment or variation of the terms of this Service Agreement shall be valid unless made in writing, signed by both parties and approved as may be required by law. No oral understanding not incorporated in this Service Agreement is binding on any of the parties.

#### **17.0 CONFIDENTIALITY**

Jurisdiction agrees that its staff and agents may become aware of IBTS intellectual property or information protected as trade secret such as business processes and procedures. Jurisdiction agrees that it will not discuss with outside parties any information protected accordingly. Jurisdiction shall not be required to keep confidential any data or information that is, or becomes publicly available, is already rightfully in Jurisdiction’s possession, is independently or is rightfully obtained from third parties.

At all times in the duration of this Service Agreement, Jurisdiction owns and will have the right to all data including inspection and plan review information, information bulletins, forms, and other related technical material resulting from this effort. However, IBTS will retain intellectual rights on the forms and procedures, training, material, management systems, and IT system it develops for Jurisdiction for use in other business areas. IBTS will maintain records of the information related to the building department services it performs.

## **18.0 SUBCONTRACTORS**

IBTS may use consultants or staff provided by a subcontractor. In such cases, IBTS will be fully responsible for the work completed by the consultant and staff provided by a subcontractor to IBTS for this Service Agreement. In no event shall the existence of a subcontract operate to release or reduce the liability of IBTS to Jurisdiction for any breach in the performance of IBTS's duties.

## **19.0 NON-SOLICITATION OF EMPLOYEES**

The parties recognize and agree this it is important to encourage staff retention for each party and to minimize cost impacts to the program hereunder; as such, neither party shall knowingly solicit for hire the other's employees assigned to this project for the period of this Service Agreement and six months thereafter. This shall in no way, however, be construed to restrict, limit, or encumber the rights of any employee granted by law, nor shall this restriction in any way restrict either party from hiring employees who respond to advertisements or make independent inquiries for employment but in no event shall such employee be put to work on this specific program by the hiring party.

## **20.0 COMPLIANCE WITH CIVIL RIGHTS LAWS**

IBTS agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Indian Civil Rights Act of 1968, as amended, and the Age Act of 1975. IBTS further agrees to abide by the requirements of the Americans with Disabilities Act of 1990. IBTS agrees not to discriminate in its employment practices, and will render services under this Service Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, or political affiliation.

## **21.0 INSURANCE**

- a. IBTS Insurance. IBTS shall submit evidence of insurance to the Jurisdiction and will add the Jurisdiction as an "additional insured party" on IBTS's Commercial General Liability and Automobile Liability policies. Said policies shall not hereafter be cancelled, permitted to be expire, or be changed without thirty (30) days' written notice in advance to the Jurisdiction. Insurance shall be placed with insurers with an A.M. Best's financial strength and size category rating of no less than A-VI. This rating requirement shall be waived for Worker's Compensation coverage only.
- b. Worker's Compensation Insurance. IBTS shall maintain, during the life of the Service Agreement, Workers' Compensation Insurance for all of the IBTS employees. In case any work is sublet, IBTS shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by IBTS. In case any class of employees engaged in work under the Service Agreement is not protected under the Workers' Compensation laws, IBTS shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation laws.
- c. Commercial General Liability Insurance. IBTS shall maintain, during the life of the Service Agreement, such Commercial General Liability Insurance which shall protect IBTS, the Jurisdiction and any subcontractors during the performance of work covered by the Service Agreement from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Service Agreement, whether such operations be by IBTS staff or by a subcontractor, or by anyone directly or indirectly employed by either of them. In the absence of specific regulations, the

amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and liability, with combined single limits of \$1,000,000.

- d. Automobile Insurance. IBTS shall maintain, during the life of the Service Agreement Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Service Agreement to be performed thereunder, unless such coverage is included in insurance elsewhere specified.
- e. Umbrella/Excess Liability. IBTS shall maintain Umbrella/Excess Liability Insurance in an amount not less than \$5,000,000 each occurrence and in the aggregate.
- f. Professional Liability Insurance. IBTS shall maintain Professional Liability Insurance in an amount not less than \$1,000,000 each claim and in the aggregate.

## 22.0 NOTICES

All contractual notices shall be addressed to:

**Institute for Building Technology and Safety (IBTS)      City of Gardner, KS**  
Attn: Contracts  
45207 Research Place  
Ashburn, VA 20147  
[Legal@ibts.org](mailto:Legal@ibts.org)

All technical notices shall be addressed to:

**Institute for Building Technology and Safety (IBTS)      City of Gardner, KS**  
Attn: Curt Skoog  
600 Broadway, Suite 200  
Kansas City, MO 64105  
[cskoog@ibts.org](mailto:cskoog@ibts.org)  
816-690-0608

## 23.0 SEVERABILITY

If any term or condition of this Service Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Service Agreement are declared severable.

## 24.0 ORDER OF PRECEDENCE

This Service Agreement and any amendments shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Service Agreement and any amendments; second priority shall be given to the provisions of the IBTS Scope of Services and its Addenda.

## 25.0 INCORPORATION OF THE ATTACHED ADDENDA

The attached Addenda, as selected by the Jurisdiction, are attached hereto and are hereby incorporated by reference as though fully set out and rewritten herein.

IN WITNESS WHEREOF, the parties have executed this Service Agreement as of this \_\_\_\_ day of \_\_\_\_\_ 2020.

**For IBTS:**

Printed Name: Joseph Balac

Title: General Counsel & Director of  
Contracts

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**For CLIENT: City of Gardner, KS**

Printed Name: James Pruetting

Title: City Administrator

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **ADDENDUM A**

### **BUILDING DEPARTMENT SERVICES & FEES**

#### **1.0 BUILDING DEPARTMENT SERVICES**

IBTS can provide complete or partial Building Department Services, including, administration, permitting systems, plan reviews, permit approvals, certificate of occupancy approvals, and electronic record keeping. Permit applicants can come to the Jurisdiction's office to get permits, submit plans for plan reviews, or for Zoning and FEMA certifications, or they may elect to apply online once IBTS has implemented its proprietary online GOVMOTUS™ permitting system.

##### **Permit Applications**

Citizens/contractors may go to each Jurisdiction's city/town hall or other designated location to apply for a permit and submit the required documentation for the permit. Citizens/contractors may also choose to register online with IBTS GOVMOTUS™ software. In either case, a local Jurisdiction staff person will enter and/or review the submitted information, receive the payment and submit to IBTS for review. Notifications are sent immediately to IBTS staff that Plan Reviews are pending.

##### **Plan Reviews**

As directed by the Jurisdiction, IBTS staff will conduct the plan reviews to check for compliance with federal, state and local building code requirements. The following presents the type of reviews (commercial and residential) that can be conducted, if so selected by each Jurisdiction.

- Building codes
- Electrical codes
- Plumbing codes
- Mechanical codes
- Energy codes
- Accessibility
- Flood determinations
- Landscape/land use/lighting
- Fire codes
- Other local requirements

##### **Permit Approvals & Issuance**

Once plans are approved, IBTS will indicate approval in the GOVMOTUS™ software system or notify the Jurisdiction. The system in return immediately notifies the Jurisdiction that a permit is ready for issuance. The Jurisdiction having authority remains in control in order to issue permits, and each Jurisdiction can hold the approval for issues or concerns. This provides the opportunity to hold final issuance for any reason the Jurisdiction may deem necessary.

##### **Inspections**

Once the permit is issued and the project is under construction, IBTS will provide inspections on the construction project, based upon the structure type of occupancy. IBTS will provide each contractor with a direct telephone number to the inspector in order to schedule the inspections; inspections can also be requested via email request or on the web-based permitting solution.

##### **Certificates of Occupancy**

After the final inspection or the Certificate of Occupancy (CO) inspection is completed, IBTS will upload and document all of the results and reports from the inspections in the GOVMOTUS™ software. IBTS will then approve the CO for issuance and the software will notify the Jurisdiction that a CO is ready to be issued. The Jurisdiction at that time, just like the permit, has the authority to withhold that CO for any

reason they deem necessary. This provides each Jurisdiction with ultimate control of allowing the occupancy of the structure.

## **2.0 AUGMENTATION OF EXISTING BUILDING DEPARTMENT SERVICES**

IBTS can provide a la carte' services describe in this addendum. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the Jurisdiction. Because each Jurisdiction's needs are different and if needed, each Jurisdiction may elect to specifically call out in their individual Service Agreement each of the tasks needed within each service and include those descriptions as part of their Service Agreement.

Services provided a la carte' are billed at either task and/or hourly rates, according to the deliverable.

### **AUGMENTATION FEE STRUCTURE**

Residential Plan Review Fees: \$100.00 per hour  
Commercial Plan Review Fees: \$135.00 per hour

Residential Inspections: \$100.00 per inspection\*  
Commercial Inspections: \$150.00 per inspection\*

Full Time Inspector: \$110 per hour with a minimum of two weeks engagement  
Full Time Inspector: \$125 per hour

*\*Inspections are per trade, not per site visit. Example, if during the foundation pour inspection, an inspector looks at foundation/footing and underground plumbing - that is two (2) inspections for a total of \$200.00.*

RESIDENTIAL BUILDING FEE SCHEDULE			
ITEM	Sq. Ft.	Plan Reviews	Inspections
New Construction/Additions	0-3,000	\$275	\$900
	3,001-5,000	\$410	
	>5,001	\$525	
New Modular	All	\$160	\$275^
Alter/Repair	Plan Review Not Required	na	\$160^
	Non Structural Support Modifications	\$80	\$160^
	With Structural Support Modifications	\$110	\$275^
	With Structural Support Modifications & Egress Changes	\$180	\$320^
New Manufactured Housing	All	n/a	\$275
New Detached Accessory	Over 400 sq. ft.	\$110	\$220^
New Portable Building	Over 400 sq. ft.	\$80	\$160^
Structure Relocation	All	\$200	\$275
Swimming Pool	For pools required by ICC and city codes to be inspected.	\$80	\$315
MISCELLANEOUS			
1st Re-Inspection	n/a	n/a	n/a
2nd Re-Inspection			\$100
3rd Re-Inspection			\$175
Roofing Inspection			\$160
Electrical Meter Change			\$80
Mechanical Trade Inspection			\$80
Electrical Trade Inspection			\$80
Plumbing Trade Inspection			\$80
Demolition			\$80
Change of Occupancy			\$80
Change of Contractor			n/a
Permit Extensions			n/a
Decks			\$160
Temporary Pole			\$80
All Stop Work Orders			\$165
Flood Determination Review			\$80
Hourly Rate			\$125

^ Add trade permit fees when required

**COMMERICAL CONSTRUCTION/ALTERATION/ADDITION BUILDING FEE SCHEDULE**

GROUPS	OCCUPANCY	SQUARE FOOTAGE		PLAN REVIEW FEES  Includes 1 Re-review	Fees for Additional Plan Review Rounds	INSPECTION FEES
		Minimum	Maximum			
A	ASSEMBLY (Section 303)	0	2,500	\$425	\$250	\$1,400
		2,501	4,500	\$715		
		4,501	10,000	\$1,425		\$1,650
		10,001	50,000	\$2,000	\$400	\$3,000
		50,001	100,000	\$3,500		\$4,500
		100,000	300,000	\$4,800		\$9,000
		300,001 +		\$4,800 + .02 sq.ft. over 300,000	\$500	\$9,000 + .02 sq.ft. over 300,000
1-2, 1-3	HEALTH CARE, INSTITUTIONAL, OR DETENTION (Includes Limited Care & Assisted Living) (Section 308)	0	2,000	\$425	\$250	\$1,100
		2,001	5,000	\$715		\$1,650
		5,001	10,000	\$1,425		\$2,100
		10,001	20,000	\$1,800	\$400	\$4,500
		20,001	30,000	\$2,600		\$5,800
		30,001	50,000	\$3,750		\$7,800
		50,001	100,000	\$4,500		\$13,000
		100,001	300,000	\$6,000.00	\$500	\$24,000
		300,001 +		\$6,000 + .02 sq.ft. over 300,00		\$24,000 + .02 sq.ft. over 300,000
M & B	BUSINESS OR MERCANTILE (Sections 304 and 309)	0	3,000	\$450	\$200	\$825
		3,001	10,000	\$900		\$1,900
		10,001	30,000	\$1,700		\$2,900
		30,001	80,000	\$2,400	\$300	\$5,200
		80,001	150,000	\$3,300		\$11,000
		150,001	300,000	\$5,500		\$16,000
		300,001 +		\$5,500 + .02 sq.ft. over 300,000		\$16,000 + .02 sq.ft. over 300,000
E & 1-4	EDUCATIONAL & DAYCARE (Section 305 and 308.6)	0	5,000	\$715	\$250	\$1,650
		5,001	10,000	\$1,250		\$2,100
		10,001	30,000	\$2,000		\$4,800
		30,001	80,000	\$3,400	\$400	\$11,000
		80,001	150,000	\$5,300		\$19,500
		150,001	300,000	\$8,500		\$49,500
		300,001 +		\$8,500 + .02 sq.ft. over 300,000	\$600	\$49,500 + .02 sq.ft. over 300,000

COMMERICAL CONSTRUCTION/ALTERATION/ADDITION BUILDING FEE SCHEDULE						
GROUPS	OCCUPANCY	SQUARE FOOTAGE		PLAN REVIEW FEES	Fees for Additional Plan Review Rounds	INSPECTION FEES
		Minimum	Maximum	Includes 1 Re-review		
F1, F2, S1,S2, & U	INDUSTRIAL OR STORAGE (Sections 306, 311 & 312)	0	10,000	\$600	\$175	\$825
		10,001	20,000			\$900
		20,001	50,000			\$1,300
		50,001	100,000			\$1,500
		100,001	200,000			\$1,800
		\$200,001 +		\$600 + .02 sq.ft. over 200,000		\$1,800 + .02 sq.ft. over 200,000
H1, H2, H3, H4, & H5	HIGH HAZARD (Section 307)	0	2,000	\$775	\$175	\$2,000
		2,001	5,000	\$1,200		\$2,500
		5,001 +		\$1,200 + .03 sq.ft. over 5,000		\$2,500 + .03 sq.ft. over 5,000
R1, R2, R3, R4, I-1	HOTELS, DORMS, APARTMENTS, LODGING, ROOMING, & RESIDENTIAL CARE FACILITIES (not regulated by the IRC) (Section 310)	0	2,500	\$600	\$150	\$1,650
		2,501	10,000	\$1,350		\$2,000
		10,001	30,000	\$1,900		\$5,200
		30,001	50,000	\$3,500		\$10,900
		50,001	150,000	\$4,500	\$225	\$19,500
		150,001	300,000	\$5,800		\$48,500
		300,001 +		\$5,800 + .02 sq.ft. over 300,00		\$48,500 + .02 sq.ft. over 300,00
Tenant Finish	When any size existing building experiances an interior remodel and change that requires inspection and plan review.			Quoted		Quoted

**CDBG Infrastructure Inspections: \$125.00/hr with project maximums quoted per job.**

## **ADDENDUM B**

### **FLOODPLAIN SERVICES AND FEES**

#### **1.0 COMPLETE FLOODPLAIN SERVICES**

IBTS will provide Floodplain Enforcement (reviews and inspections), Floodplain Administration (data management and maintenance), and other Floodplain Management services (i.e., Base Flood Elevation determination, ordinance review, amendment facilitation, assistance with submittal requests for Letter of Map Revisions and Letters of Map Amendments) to the Jurisdiction. Note that any required enforcement and administration to support and maintain the National Flood Insurance Program (NFIP) for flood permits issued by the Jurisdiction prior to the start of services for the Jurisdiction are not within the Scope of this Service Agreement.

Applicants will come to the Jurisdiction's local city hall or other designated location to apply for permits, submit plans for plan reviews, or requests for Zoning and FEMA certifications. However, for inspections, site verification visits, the Applicants can call IBTS directly. All administrative documentation managed by IBTS may be sent directly to IBTS offices from the Applicant, architect, engineer or land surveyor. IBTS will evaluate and assist each Jurisdiction with evaluating the benefits of implementing the Community Rating System (CRS) as a part of its participation in the NFIP. IBTS will coordinate with the local FEMA Region office and its CRS resources to determine and analyze any benefits of the CRS program. IBTS will develop the necessary presentations and data for the Jurisdiction to determine if implementation of the CRS program would be of benefit.

Nothing in this addendum and/or Service Agreement shall be construed to conflict with 44 CFR and other state or local adopted laws, rules and regulations.

#### **2.0 FLOODPLAIN SERVICES FEE SCHEDULE**

<b>TYPE</b>	<b>IBTS FEES</b>
Elevation Determination – Residential	\$75.00 per unit
Elevation Determination – Commercial	\$150.00 per unit
Ordinance Review	\$125.00 per hour
Ordinance Amendment Facilitation	\$125.00 per hour
LOMR and LOMA Assistance	\$125.00 per hour
Consultation	\$125.00 per hour

*\*Additional services are available upon request.*

## ADDENDUM C

### ACCESSIBILITY CODE SERVICES AND FEES

#### 1.0 COMPLETE ACCESSIBILITY PLAN REVIEW AND INSPECTION SERVICES

IBTS will provide Accessibility Plan Review and Inspection Services and will perform site visits. As permitted by the completeness of information submitted for code plan review, IBTS will conduct the accessibility plan reviews during the building department plan reviews in order to streamline the process. However, should accessibility not be fully addressed within the original submission, additional reviews may be necessary.

IBTS staff will provide the accessibility technical reviews and inspections on commercial use group properties. IBTS will review drawings and inspect structures for these codes requirements for compliance to the locally adopted codes. IBTS staff will attach Plan Reviews and Inspection result records to each permit which can be archived for easy retrieval for future purposes.

IBTS will also provide accessibility plan reviews and inspections on existing sites and structures.

All accessibility reviews and inspections will be documented and recorded in the GOVmotus™ Permitting System software. Each review and inspection report will be available from any web-enabled access device such as internet tablets and pads.

#### 1.1 AUGMENTATION OF EXISTING ACCESSIBILITY PLAN REVIEW AND INSPECTION SERVICES

IBTS can provide a la carte' services describe in this addendum. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the Jurisdiction. Because each Jurisdiction's needs are different and if needed, each Jurisdiction may elect to specifically call out in their individual Service Agreement the each tasks needed within each service and include those descriptions as part of their Service Agreement.

#### 2.0 ACCESSIBILITY SERVICES FEES

2.1 **Operation Fees:** Fees for accessibility reviews and inspections are included in the fees for the building code plan reviews and inspections found in Attachment A.

2.2 **Augmentation:** Should an Applicant desire to have reviews and or inspections only conducted on a commercial structure, the following fees are applicable.

TYPE	IBTS PLAN REVIEW FEES	IBTS INSPECTION FEES
All Commercial Structures, <5,000 sq. ft	\$275.00 each	\$750.00 each
All Commercial Structures, 5,001 – 25,000 sq.ft	\$515.00 each	\$1000.00 each
All Commercial Structures, 25,001 – 100,000 sq.ft	\$735.00 each	\$1500.00 each
All Commercial Structures, >100,001 sq.ft	\$1355.00 each	\$2250.00 each

## **ADDENDUM D**

### **FIRE CODE REVIEW AND INSPECTION SERVICES AND FEES**

#### **1.0 COMPLETE FIRE CODE PLAN REVIEW & INSPECTION SERVICES**

IBTS will provide code plan review and inspections services, permit approvals, certificate of occupancy approvals and electronic record keeping for commercial structures. Permit applicants can come to the Jurisdiction's city hall or other designated location to get permits, submit plans for plan reviews, or for Zoning and FEMA certifications, or they may elect to apply online once IBTS has implemented its proprietary online GOVMOTUS™ permitting system.

##### **Plan Reviews**

As directed by the jurisdiction, IBTS staff will conduct all of the plan reviews to check for compliance with federal, state and local building fire code requirements. These reviews will be conducted during the same time as the building code and accessibility reviews.

IBTS will provide FIRE ONLY plan reviews and inspections for operations, special events and uses such as haunted houses, stadium changes, etc. IBTS will work with the local Fire Chief to ensure a safe event.

##### **Permit Approvals**

The permit approval process will follow the same steps for processing permits as described in Addendum B - Building Code Department Services.

##### **Inspections**

Once the project is under construction, IBTS will provide inspections on the construction project, based upon the structure type of occupancy. IBTS will provide each contractor with a direct telephone number to the inspector in order to schedule the inspections; inspections can also be requested via fax request or on the web-based permitting solution.

##### **Certificates of Occupancy**

After the final inspection or the Certificate of Occupancy (CO) inspection is completed, IBTS will upload and document all of the results and reports from the inspections in the GOVMOTUS™ software. IBTS will then approve the CO for issuance and the software will notify the jurisdiction that a CO is ready to be issued. The Jurisdiction at that time, just like the permit, has the authority to withhold that CO for any reason they deem necessary. This provides each Jurisdiction with ultimate control of allowing the occupancy of the structure.

IBTS, upon direction from the Jurisdiction, will coordinate the CO inspection with the local and/or State Fire Marshal as required to ensure that all of their requirements have been satisfied before occupancy is allowed.

## 1.1 AUGMENTATION OF EXISTING FIRE CODE PLAN REVIEW & INSPECTION SERVICES

IBTS can provide a la carte' services describe in this addendum. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the Jurisdiction. Because each Jurisdiction's needs are different and if needed, each Jurisdiction may elect to specifically call out in their individual Service Agreement the each tasks needed within each service and include those descriptions as part of their Service Agreement.

## 2.0 FIRE CODE REVIEW & INSPECTION SERVICES FEES

COMMERCIAL FIRE CODE FEES - Operation and Augmentation								
COMMERCIAL TYPE & SIZE				IBTS FIRE CODE PLAN REVIEW FEES			IBTS FIRE CODE INSPECTION FEES	
GROUPS	OCCUPANCY	SQUARE FOOTAGE		OPERATION REVIEW FEE (INCLUDES 1 REJ. REVIEW)	AUGMENTATION REVIEW FEE (INCLUDES 1 REJ. REVIEW)	IBTS 3rd PLAN REVIEW	OPERATION INSPECTION FEES	AUGMENTATION INSPECTION FEE
		Minimum	Maximum					
A	ASSEMBLY	0	2,500	\$75.00	\$150.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$250.00
		2,501	4,500	\$75.00	\$150.00		\$150.00	\$250.00
		4,501	10,000	\$135.00	\$250.00		\$150.00	\$500.00
		10,001	50,000	\$185.00	\$315.00		\$250.00	\$700.00
		50,001	100,000	\$250.00	\$500.00		\$400.00	\$1,000.00
		100,000	300,000	\$500.00	\$725.00		\$850.00	\$1,400.00
		300,001 +		\$715.00	\$1,000.00		\$1,000.00	\$1,800.00
1-2, 1-3	HEALTH CARE, INSTITUTIONAL, OR DETENTION (Includes Limited Care & Assisted Living)	0	2,000	\$75.00	\$150.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$250.00
		2,001	5,000	\$75.00	\$150.00		\$150.00	\$250.00
		5,001	10,000	\$135.00	\$250.00		\$150.00	\$500.00
		10,001	20,000	\$185.00	\$315.00		\$250.00	\$700.00
		20,001	30,000	\$250.00	\$500.00		\$400.00	\$1,000.00
		30,001	50,000	\$500.00	\$725.00		\$850.00	\$1,400.00
		50,001	100,000	\$715.00	\$1,000.00		\$1,000.00	\$1,650.00
		1,000,001	300,000	\$845.00	\$1,235.00		\$1,300.00	\$1,800.00
		300,001 +		\$950.00	\$1,400.00		\$1,580.00	\$2,100.00
M & B	BUSINESS OR MERCANTILE	0	3,000	\$75.00	\$150.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$250.00
		3,001	10,000	\$100.00	\$160.00		\$200.00	\$315.00
		10,001	30,000	\$150.00	\$235.00		\$250.00	\$385.00
		30,001	80,000	\$200.00	\$275.00		\$325.00	\$425.00
		80,001	150,000	\$315.00	\$355.00		\$500.00	\$715.00
		150,001	300,000	\$485.00	\$580.00		\$615.00	\$975.00
		300,001 +		\$600.00	\$795.00		\$750.00	\$1,300.00

E & 1-4	EDUCATIONAL & DAYCARE	0	5,000	\$75.00	\$150.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$300.00
		5,001	10,000	\$125.00	\$235.00		\$200.00	\$415.00
		10,001	30,000	\$200.00	\$275.00		\$375.00	\$650.00
		30,001	80,000	\$300.00	\$360.00		\$500.00	\$900.00
		80,001	150,000	\$450.00	\$615.00		\$1,300.00	\$1,300.00
		150,001	300,000	\$750.00	\$1,400.00		\$2,000.00	\$2,750.00
		300,001 +		\$1,000.00	\$1,900.00		\$3,500.00	\$4,100.00
F1, F2, S1, S2, & U	INDUSTRIAL OR STORAGE	0	10,000	\$125.00	\$250.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$250.00
		10,001	20,000				\$150.00	\$250.00
		20,001	50,000				\$225.00	\$375.00
		50,001	100,000				\$225.00	\$375.00
		100,001	200,000				\$225.00	\$485.00
		\$200,001 +		\$250.00	\$500.00		\$350.00	\$615.00
H1, H2, H3, H4, & H5	HIGH HAZARD	0	2,000	\$200.00	\$375.00	50% of original plan review fee with a \$75 minimum	\$250.00	\$500.00
		2,001	5,000	\$350.00	\$600.00		\$350.00	\$500.00
		5,001 +		\$500.00	\$925.00		\$500.00	\$715.00
R1, R2, R3, R4, I-1	HOTELS, DORMS, APARTMENTS, LODGING, ROOMING, & RESIDENTIAL CARE FACILITIES	0	2,500	\$150.00	\$300.00		\$250.00	\$435.00
		2,501	10,000	\$200.00	\$400.00		\$375.00	\$600.00
		10,001	30,000	\$300.00	\$615.00		\$500.00	\$1,300.00
		30,001	50,000	\$425.00	\$800.00		\$800.00	\$2,250.00
		50,001	150,000	\$500.00	\$1,100.00		\$1,475.00	\$3,415.00
		150,001	300,000	\$735.00	\$1,700.00		\$2,000.00	\$48,000.00
		300,001 +		\$1,100.00	\$2,300.00		\$2,400.00	\$6,000.00

## **ADDENDUM E**

### **STORMWATER SERVICES AND FEES**

#### **1.0 COMPLETE STORMWATER SERVICES**

IBTS will provide Stormwater Pollution Prevention Plan (SWPPP) reviews and site inspections. These services will be provided on all residential and commercial structures as required by local, state and or federal laws regulating stormwater pollution.

##### **SWPPP Reviews**

IBTS will provide the SWPPP reviews at the same time as the Building Code reviews. IBTS will ensure that the necessary state permits have been obtained and are on file with the construction permit.

IBTS will also maintain any necessary sub-division Service Plans as allowable by regulations. The Service Plan will be reviewed only once, and thereafter, IBTS will confirm that contractors have signed the necessary agreements that they as well as the sub-contractors will follow the Service SWPPPs.

##### **SWPPP Site Visits**

IBTS will conduct SWPPP inspections at each code inspection to verify ongoing compliance of the SWPPP requirements at the job site. Records of inspection results will be recorded and archived with the construction permit for record keeping and archival purposes

In the event of a rainfall event, IBTS will conduct spot checks for records after the rainfall event has passed, but no sooner than 24hrs to allow the site manager to complete all paperwork. IBTS will verify that stormwater pollution plans are in place and remain effective after the rainfall event.

#### **1.1 AUGMENTATION OF EXISTING STORMWATER SERVICES**

IBTS can provide a la carte' services describe in this addendum. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the Jurisdiction. Because each Jurisdiction's needs are different and if needed, each Jurisdiction may elect to specifically call out in their individual Service Agreement each of the tasks needed within each service and include those descriptions as part of their Service Agreement.

#### **2.0 STORMWATER SERVICE FEES - Operation**

Fees for stormwater reviews and inspection are included in the fees for the building code plan reviews and inspections found in Addendum B.

#### **2.1 STORMWATER SERVICE FEES - Augmentation**

IBTS can provide a la carte' services describe in this addendum. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the Jurisdiction. Because each Jurisdiction's needs are different and if needed, each Jurisdiction may elect to specifically call out in their individual Service Agreement the each tasks needed within each service and include those descriptions as part of their Service Agreement.

<b>STORMWATER SERVICE FEES FOR AUGMENTATION</b>		
<b>Service</b>	<b>Reviews</b>	<b>Inspections</b>
Residential SWPPP Master Development Reviews	\$350.00	\$1,500.00 / year / development
Commercial SWPPP Master Development Reviews	\$450.00	\$2,500.00 / year / development
Residential SWPPP Individual Development (greater than 1 acre)	\$150.00	\$300.00 / site
Residential Rainfall Event Inspection	N/A	\$150.00 per site / per event
Commercial Rainfall Event Inspection	N/A	\$200.00 per site / per event
Hourly Rate for Other Requested Work*	\$125.00	

\*Additional services available upon request, such as: Assistance with the development of a Stormwater Management Plan and program. Development of Stormwater Best Management Practices, Development of Stormwater Utility Fee System, Assistance with the development of Municipal Stormwater System Annual Report.

**ADDENDUM F**

**GOVmotus™ PERMITTING SOFTWARE AND FEES**

**[RESERVED FOR FUTURE USE]**

**ADDENDUM G**  
**ENERGY AND GREEN BUILDING SERVICES AND FEES**

**[RESERVED FOR FUTURE USE]**

## **ADDENDUM H**

### **PLANNING AND ZONING SERVICES AND FEES**

#### **1.0 COMMUNITY DEVELOPMENT (PLANNING AND ZONING) MANAGEMENT**

All services provided under this scope of work will be at the direction of the Jurisdiction. Jurisdiction has in-house planning and zoning capabilities and therefore work performed under this scope of work is not intended to cover all planning and zoning services required by Jurisdiction. Additionally, nothing within this scope of work or this Agreement will preclude Jurisdiction from utilizing other planning and zoning consultants to perform work that is otherwise encompassed within this scope of work. When engaged by the Jurisdiction, IBTS will perform the following scope of work as directed by Jurisdiction:

IBTS can provide complete or partial Community Development management and support. Focusing on the community's assets, current character and desires, IBTS will develop, implement, manage and conduct planning and zoning activities for the Jurisdiction. IBTS will provide information concerning zoning to the general public, builders, developers, City staff, Mayor, Jurisdiction Council, Planning Commission and Board of Zoning Appeals. In addition, IBTS may develop and recommend policies and procedures for all Planning and Zoning activities.

IBTS will provide Community Development solutions that utilize traditional concepts along with innovative ideas that will best fit each respective community and its context. IBTS will coordinate efforts with the Jurisdiction's Councils, Boards and/or Commissions to administrate the following:

- Community Development Operations (Long Range and Current)
- Development of Comprehensive, Subarea, Neighborhood and Corridor Plan Development or review
- Current Planning, including Plan and Development Review Facilitation
- Zoning Interpretation, Compliance and Enforcement
- Council, Boards and Commissions Training
- Council, Boards and Commissions Support
- Planning, Zoning and Development Ordinance and Code Review
- Zoning and Development Code Implementation
- Sign Code Development and Implementation
- Community Development Services Consultation

#### **2.0 PLANNING AND ZONING INSPECTIONS**

IBTS will conduct enforcement of the local zoning ordinances as adopted. The Zoning Administrator will review all the required Development Permits, Development Permit Approvals, Zoning Reviews and full administration of the Zoning Ordinance. IBTS will attend each Development Review Committee meeting to be informed and aware of upcoming projects. Zoning administration will provide the following:

- Site Inspections
- Setbacks
- Accessory Use
- Traffic Corner Visibility
- Public Notification

- Nonconforming Buildings
- Landscape & Screening
- Signs / Billboards

### **3.0 COMMUNITY DEVELOPMENT GRANT WRITING AND ADMINISTRATION**

IBTS will provide the following grant writing and administration services:

- Grant Writing and Submittal (including all necessary public process)
- Grant Administration
- Project Management and construction oversight
- Grant Consultation

### **4.0 PLANNING & ZONING FEES – Operation or Augmentation**

**\$125 per hour billed in increments of 1/10<sup>th</sup> of an hour**

*\* MARC Fees are 1.5% of the processing fees.*

*\*\*Fees do not include radius reports, court reporter, county filing fees, postage, sign or sign posting, or newspaper publication.*

## **ADDENDUM I**

### **PROPERTY MAINTENANCE SERVICE AND FEES**

#### **1.0 – Property Maintenance Inspections**

IBTS will provide the inspections for the Jurisdiction to enforce the Jurisdiction's Property Maintenance ordinance. IBTS Property Maintenance Inspectors and Certified Building Officials will conduct the inspections, as authorized by the Jurisdiction, and provide the inspection results, along with any required documented evidence and or pictures as necessary to identify the violation clearly and effectively.

As a summary, the following is a list of inspections in this Service area:

- Unsafe Structures & Equipment
- Emergency Measures
- Demolition
- Rental Properties
- Vacant Structures
- Vacant Overgrown Land
- Nuisance
- Property Inspections
- 10" or higher weeds
- Unimproved lots with weeds higher than 36"
- Rodent Harborage
- Abandoned Vehicle (Forwards to police)
- Swimming Pools
- Exterior Structure
- Interior Structure
- Rubbish & Garbage
- Extermination / Infestations
- Light / Ventilation
- Occupancy Limitations
- Required Facilities
- Toilet Rooms
- Plumbing Systems
- Water Systems
- Sanitary Drainage
- Heating Facilities
- Mechanical Equipment
- Nuisance Inspection
- Electrical Facilities / Equipment
- Duct Systems
- Means of Egress
- Fire Resistance
- Fire Protection

## **2.0 – Property Maintenance Documentation**

IBTS will coordinate with the Jurisdiction officials including but not limited to the Jurisdiction Attorney, the Jurisdiction Fire Chief and the jurisdiction Chief of Police on the development, approval and implementation of all the necessary forms, documentation and notices required by this effort. Citation forms will be compiled onto one common form where applicable. IBTS will coordinate with the Jurisdiction upon developing these forms, documents and notices in order to keep the number of required forms to a minimum for printing efficiency.

## **3.0 – Jurisdiction Responsibility**

The Jurisdiction will incur all costs associated with printing, supplying and distributing of all of the necessary forms, documentation and notices required for enforcement by this effort. IBTS will provide the necessary forms, documents and notices in electronic format suitable for printing.

If needed, the Jurisdiction Police Department Police Chief, in coordination with the Mayor and Jurisdiction Council, will appoint IBTS as an officer charged with one duty only - the issuing of Notices of Violation to vehicles for property maintenance violations.

Ordinances will be passed and fee schedules adopted as needed by the Jurisdiction in order to pay for Services rendered by IBTS. The Jurisdiction agrees to adopt a line item budget to pay for these services and it will be the Jurisdiction's responsibility to recoup any associated costs from the citizens for Services. IBTS staff will monitor the budget and ensure that Services do not exceed the approved budgeted amount.

IBTS will provide the necessary field inspections and documentation of violations. The Jurisdiction will be responsible for any necessary court actions, injunctive reliefs and other measures needed to bring about compliance.

## **4.0 – Program Manager**

The Jurisdiction Program Manager will initiate coordination efforts for structures, vehicles, equipment and property inspections. The Program Manager will authorize IBTS to conduct the inspections after a review of each complaint filed is completed to verify it is not a nuisance complaint. This type of coordination will prevent the jurisdiction from accruing inspection charges for complaints that are not valid. This will enable the Jurisdiction to better handle citizen disputes rather than starting and completing a case management file for a non-valid complaint.

As required, coordination between IBTS and the Jurisdiction's Police Department will occur once the vehicle in question has been determined to exist. Once the VIN number is obtained, IBTS will obtain the required owner information so that the citation may be completed and the appropriate notice sent to the vehicle owner and if necessary, the property owner. This documentation will be copied to the Jurisdiction as well as the Jurisdiction's Police Department for enforcement and authorization of towing, as necessary.

## 5.0 Fees

PROPERTY MAINTENANCE FEE SCHEDULE			
ITEM		1st Inspections includes violation letter and re-inspection	Additional Inspections as required
Dangerous or Unsafe Structures and Equipment	Residential	\$ 175	\$ 100
	Non-residential and Multi-Family	\$ 400	\$ 150
	Equipment, Fences, Out-buildings	\$ 100	\$ 75
Structure/Equipment Violation (other than Dangerous/Unsafe Buildings)	Residential	\$ 150	\$ 75
	Non-residential and Multi-Family	\$ 350	\$ 75
	Equipment, Fences, Out-buildings	\$ 100	\$ 75
Stop Work Order, Do Not Occupy Order		\$ 150	\$ 75
Unlawful Structure		\$ 275	\$ 150
Demolition		\$ 250	\$ 100
Rental Inspections	Apartment unit and rental home	\$ 150	\$ 100
	Multiple apartment and duplex units	\$ 95	\$ 80
Interior Property	Garbage, refuse, broken or worthless items, animal feces, etc.	\$ 150	\$ 75
	Infestation	\$ 100	\$ 75
	Unfit for human habitation (Not in Dangerous/Unsafe Buildings Code)	\$ 175	\$ 100
Exterior Property	Garbage, refuse, trash containers in front yard, unstacked firewood, limb piles, broken or worthless items, animal feces, weeds, building supplies, auto parts, etc.	\$ 100	\$ 75
	Porch, stairs, decks, balconies, handrails, guards	\$ 100	\$ 75
	Hard surfaces unsafe to vehicles and pedestrians	\$ 100	\$ 75
	Illegal Camping	\$ 100	\$ 75
	Pool of Water - swimming pool, pond, reservoir, other receptacles	\$ 100	\$ 75
Vehicles, Trailers, Campers, RVs, Motorcycles and Boats	Inoperable and unlicensed	\$ 75	\$ 75
	Improperly parked	\$ 75	\$ 75
	Used as living quarters	\$ 100	\$ 75
Nuisances Not Described Above		\$ 75	\$ 75
Assistance to Police and Prosecutor in preparing citations and court preparation.		\$110 per hour, plus travel costs	
Attendance and testimony at court and administrative Hearings		\$110 per hour, plus travel costs	
Preparation and organizing administrative hearings, i.e. placing legal notices, mailing letters, preparing documents, etc.		\$110 per hour, plus travel costs	
Residential property owner research		\$25 each	
Commercial property owner research		\$45 each	
Postage		Actual Cost	
Information from title company - ownership and encumbrance reports, ownership lists, etc.		Actual Cost	
Work Not Described Above		\$110 per hour, plus travel costs	

**COUNCIL ACTION FORM****PLANNING & ZONING CONSENT AGENDA No. 1****MEETING DATE: JUNE 15, 2020****STAFF CONTACT: LARRY POWELL, BUSINESS & ECO DEV DIRECTOR**

---

**Agenda Item:** Consider accepting the dedication of right-of-way and easements on final plat FP-20-06 for Hilltop Ridge 1<sup>st</sup> Plat

**Strategic Priority:** Quality of Life, Economic Development, and Asset and Infrastructure Management

**Department:** Business & Economic Development

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**Planning Commission Recommendation:**

After review of application FP-20-06, a final plat for Hilltop Ridge 1<sup>st</sup> Plat, located on the south side of 167<sup>th</sup> Street approximately 170' west of Kill Creek Road, (Tax Id CF221422-1003) and final plat dated April 15, 2020, and staff report dated May 26, 2020, the Planning Commission approves the application as proposed, provided the following condition is met:

1. Public improvement plans shall be submitted and approved prior to the release of the final plat for recording at the County.
2. Revise the plat to show Hilltop Street to be named Scott Street.
3. Revise the plat to show 168<sup>th</sup> Street to be 168<sup>th</sup> Place.
4. Provide a revised street tree plan based on staff comments, for approval prior to the release of the plat for recording.
5. Prior to the recording of the final plat, excise tax shall be paid to the City.
6. Correct square footage of the subdivision on the legal description.

and recommends the Governing Body accept dedication of right-of-way and easements.

**Staff Recommendation:**

Staff recommended approval of FP-20-06, a final plat for Hilltop Ridge 1<sup>st</sup> Plat with conditions outlined in the Recommended Motion.

**Background/Description of Item:**

The site for the proposed development was annexed into the City of Gardner in December 2019 (Ordinance No. 2631). Currently, the property is not in use. At the time the property was annexed into the City, it had a County zoning designation as RUR (Rural, Agricultural uses and Single-Family dwellings). There are no improvements located on these lots.

The Planning Commission considered this final plat at their May 26, 2020 meeting and voted unanimously to approve and forward the recommendation for the Governing Body to accept the dedication of right-of-way and easements. No members of the public spoke on this item.

**Financial Impact:**

Excise tax is levied with the act of platting the portion of the property in the city. Any of the subject property that has never been a part of a final plat before is therefore subject to paying the excise tax if it has not been paid. This tax is based on the square footage of the plat property, excluding any arterial type right-of-way dedication for streets and parkland dedication.

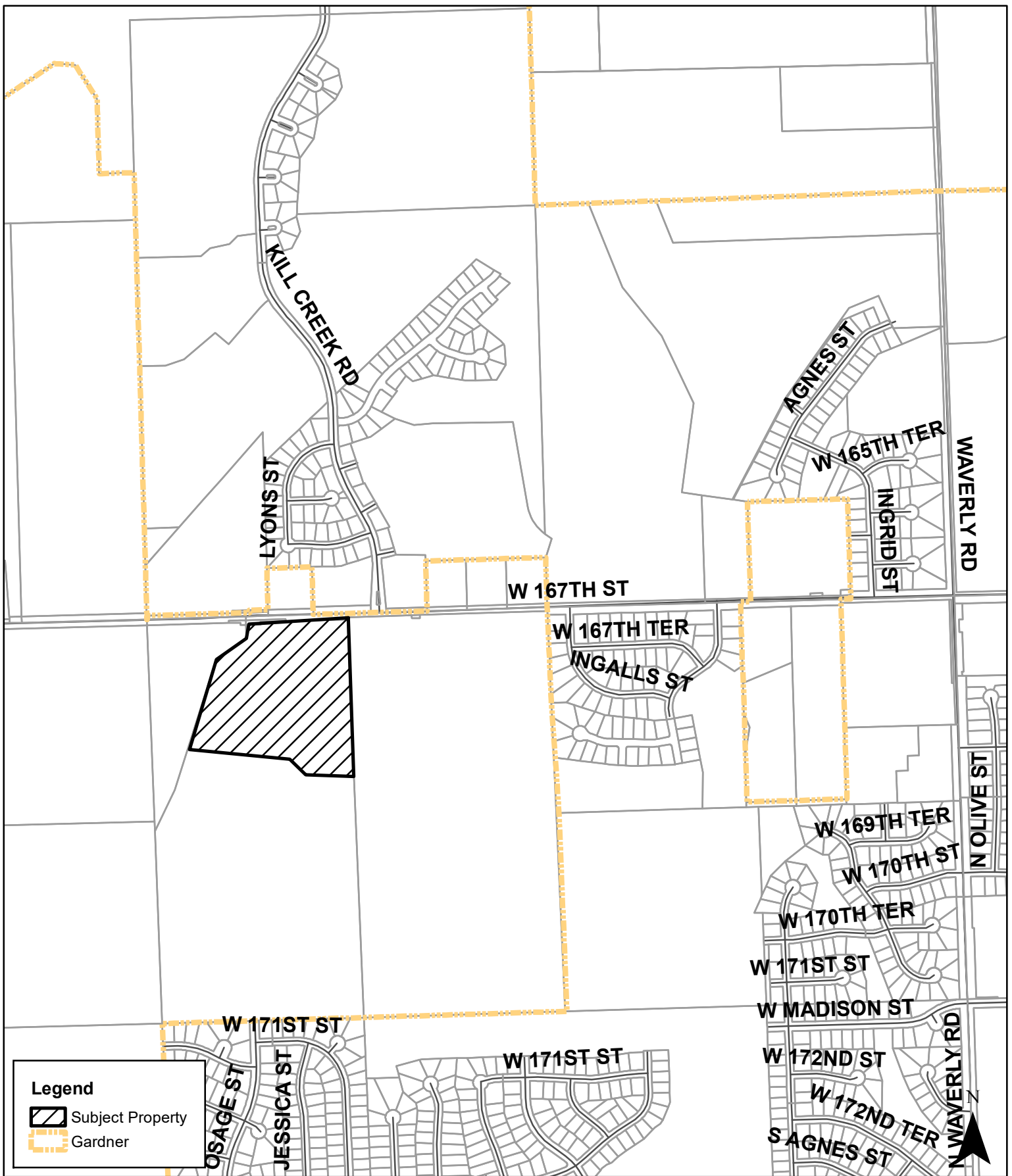
Section 17.04.060(D) Deductions and Exceptions from Area, number 1 states, "Land dedicated through the plat and accepted by the City as public right-of-way for an arterial street as designated on the major street plan." and number 7 states, "Land included in the plat identified as a separate lot, block, tract or parcel as part of the civic open space system to be owned and maintained by a homes association and used exclusively for recreational use or private open space for the benefit of the member of the homes association; provided, that the Governing Body finds and determines that the location, area, configuration, topography, proposed landscaping and improvements, and use of the land is such that it is in the public interest to exclude the land from the area for the purposes of determining the amount of the tax. Therefore, we have excluded the three tracts and the public right-of-way from the calculations for excise tax. The current tax rate is \$0.20 per square foot of land area platted. This plat includes 17.081 acres (~744,036.00 sq.ft.) that has not paid excise tax before, along with 40,100.62 sq.ft of dedicated right-of-way for 167<sup>th</sup> Street and three tracts totaling 132,324.88 sq.ft. Therefore the excise tax shall be calculated on the thirty-two lots minus three tracts and right-of-way for 167<sup>th</sup> Street areas ((744,036-40,100.62-132,324.88=571,610.50)\*0.2) totaling \$114,322.10

**Attachments included:**

- Vicinity map
- Final plat document
- Excerpt of the minutes from the May 26, 2020 Planning Commission meeting
- Planning Commission packet

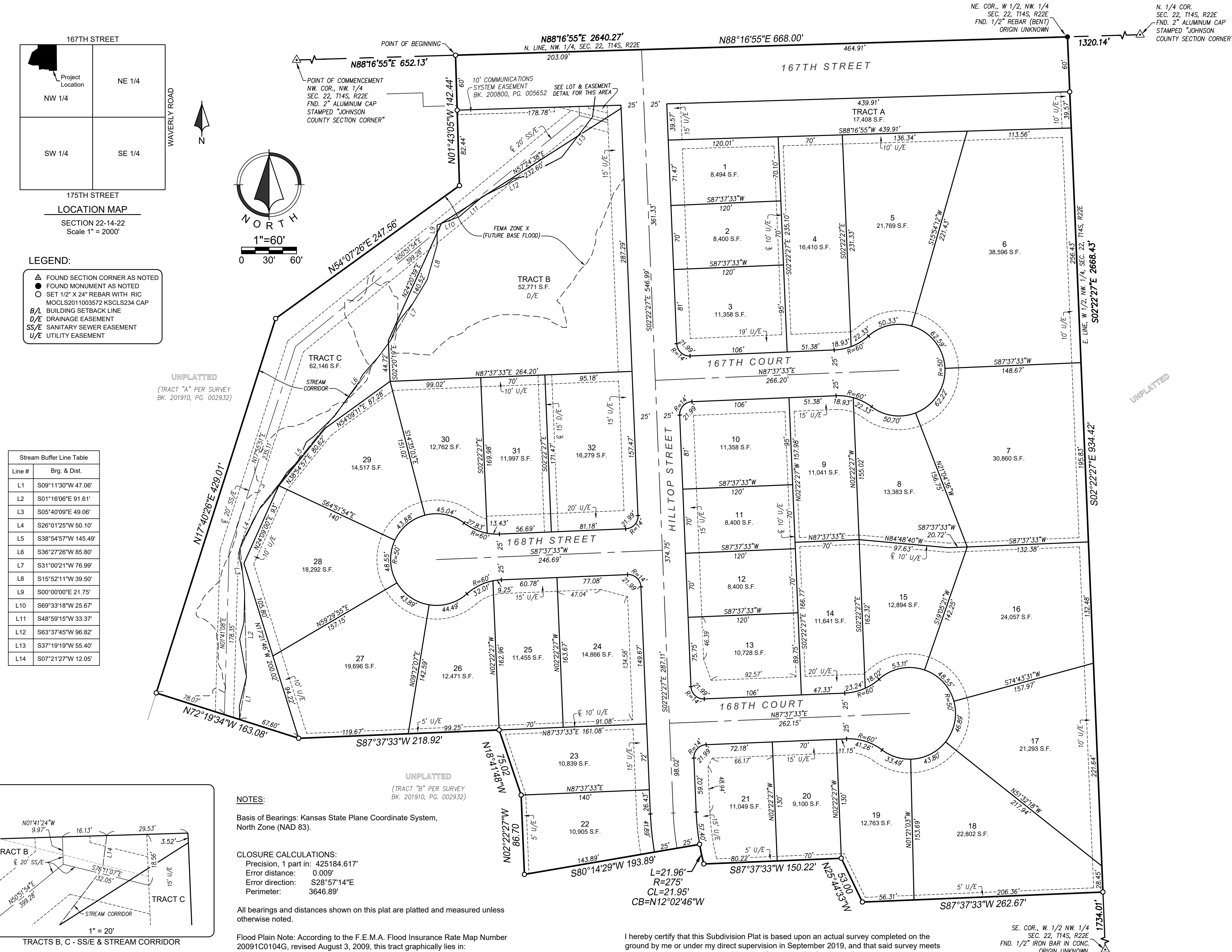
**Suggested Motion:**

Accept the dedication of right-of-way and easements on the final plat for Hilltop Ridge 1<sup>st</sup> Plat



# FINAL PLAT HILLTOP RIDGE - 1ST PLAT

A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 14 SOUTH,  
RANGE 22 EAST, IN THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS



## DESCRIPTION

All that part of Tract "B", as shown on Survey recorded in Book 201910, Page 002932, in the Office of the Register of Deeds, Johnson County, Kansas, lying in the West Half of the Northwest Quarter of Section 22, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of the Northwest Quarter of said Section 22; thence North 88°16'55" East, along the North line of said Northwest Quarter, a distance of 652.13 feet to the Point of Beginning; thence continuing North 88°16'55" East, along said North line, a distance of 668.00 feet to the Northeast corner of the West Half of the Northwest Quarter of said Section 22; thence South 02°22'27" East, along the East line of West Half of the Northwest Quarter of said Section 22, a distance of 934.42 feet; thence departing said East line, South 87°37'33" West a distance of 262.67 feet; thence North 25°44'33" West a distance of 53.00 feet; thence South 87°37'33" West a distance of 150.22 feet; thence northerly along a non-tangent curve to the right having a radius of 275.00 feet, and a chord which bears North 12°02'46" West, 21.95 feet, for an arc length of 21.96 feet; thence South 80°14'29" West a distance of 193.89 feet; thence North 02°22'27" West a distance of 86.70 feet; thence North 18°41'48" West a distance of 75.02 feet; thence South 87°37'33" West a distance of 218.92 feet; thence North 72°19'34" West a distance of 163.08 feet to a point on the East line of Tract "A", as shown on said recorded Survey; thence along said East line, the following three courses: thence North 17°40'26" East a distance of 429.01 feet; thence North 54°07'26" East a distance of 247.56 feet; thence North 01°43'05" West a distance of 142.44 feet to the Point of Beginning, containing 744,036 square feet, or 17.081 acres, more or less.

## DEDICATION

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision and plat shall hereafter be known as "HILLTOP RIDGE - 1ST PLAT".

The undersigned proprietor of said property shown on this plat does hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on said plat as streets, terraces, places, roads, drives, lanes, parkways, avenues and alleys not heretofore dedicated. Where prior easement rights have been granted to any person, utility or corporation on said parts of the land so dedicated, and any pipes, lines, poles and wires, conduits, ducts or cables heretofore installed thereupon and therein are required to be relocated, in accordance with proposed improvements as now set forth, the undersigned proprietor hereby absolves and agrees to indemnify the City from any expense incident to the relocation of any such existing utility installations within said prior easement.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, sewer pipes, poles, wires, drainage facilities, irrigation systems, ducts and cables, and similar facilities, upon, over and under these areas outlined and designated on this plat as "Utility Easement" or "U/E" is hereby granted to the City with subordinate use of the same by other governmental entities and public utilities as may be authorized by state law to use such easement for said purposes. Utility easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of public utilities located within the easement.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction, maintenance or use of conduits, surface drainage facilities, subsurface drainage facilities, and similar facilities, upon, over and through those areas outlined and designated on this plat as "Drainage Easement" or "D/E" is hereby granted to the City. Drainage easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of storm drainage facilities.

An easement or license to lay, construct, alter, repair, replace and operate one or more sewer lines and all appurtenances convenient for the collection of sanitary sewage, together with the right of ingress and egress, over and through those areas designated as "Sanitary Sewer Easement" or "SS/E" on this plat is hereby dedicated to the City of Gardner, Kansas or their assigns.

## RESTRICTIONS

Tracts "A" and "C" are intended to be used as Open Space, and shall be owned and maintained by the Hilltop Ridge Home Owners Association.

Tract "B" is intended to be used as Detention and Drainage Easement (D/E), and shall be owned and maintained by the Hilltop Ridge Home Owners Association.

## CONSENT TO LEVY

The undersigned proprietor of the above described tract of land hereby consents and agrees that the Board of County Commissioners and the City of Gardner, Johnson County, Kansas, shall have the power to release such land proposed to be dedicated for public use from the lien and effect of any special assessments, and that the amount of unpaid special assessments on such land dedicated, shall become and remain a lien on this land fronting and abutting on such dedicated public way or thoroughfare.

## EXECUTION

IN TESTIMONY WHEREOF, the undersigned proprietor has caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_ 2020.

SUNRISE INVESTMENTS CORPORATION

Patrick B. Miller, Owner

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2020, before me a Notary Public in and for said County and State, Patrick B. Miller, Owner of SUNRISE INVESTMENTS CORPORATION, who is personally known to me to be the same person who executed the foregoing instrument of writing on behalf of said corporation, and he duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last written above.

My Appointment Expires: \_\_\_\_\_

Notary Public

## APPROVALS

APPROVED by the Planning Commission of the City of Gardner, Johnson County, Kansas, on the \_\_\_\_ day of \_\_\_\_ 2020.

Scott Boden, Planning Commission Chairperson

APPROVED by the Governing Body of the City of Gardner, Johnson County, Kansas, on the \_\_\_\_ day of \_\_\_\_ 2020.

Steve Shute, Mayor

Sharon Rose, City Clerk

## HILLTOP RIDGE - 1ST PLAT

Prepared For:  
SUNRISE INVESTMENTS CORPORATION  
Patrick B. Miller  
P.O. Box 393  
Stilwell, KS 66085  
913-927-3048

Date of Preparation: April 9, 2020  
Revised: May 15, 2020

**Renaissance**  
Infrastructure  
Consulting

132 Abbie Avenue  
Kansas City, Kansas 66103  
913.317.9500  
www.ri-consult.com

Brent E. Thompson, Kansas LS-1277  
bthompson@ric-consult.com

## **PLANNING COMMISSION MEETING**

City of Gardner, Kansas

Tuesday, May 26, 2020

7 p.m.

Remotely via Zoom

### **CALL TO ORDER**

The meeting of the Gardner Planning Commission was called to order using Zoom at 7:00 p.m. on Tuesday, May 26, 2020, by Chairman Scott Boden.

### **ROLL CALL**

Commissioners present:

Chairman Boden  
Commissioner Deaton  
Commissioner Hansen  
Commissioner McNeer  
Commissioner Meder

Commissioners Absent:

Commissioner Ford  
Commissioner Simmons-Lee

Staff members present:

Larry Powell, Director, Business & Economic Development  
Kelly Drake Woodward, Chief Planner  
Michelle Leininger, Principal Planner  
Robert Case, Planner  
Ryan Denk, City Attorney

The applicants of the cases and members of the public who submitted their request to speak in advance of the meeting were present via Zoom.

### **CONSENT AGENDA**

1. **Approval of the minutes as written for the meeting on April 28, 2020.**

**Motion made by McNeer and seconded by Hansen.**

**Motion passed 5-0.**

### **REGULAR AGENDA**

1. **HILLTOP RIDGE**

**FP-20-06:** Consider a final plat for approximately 17 acres for Hilltop Ridge 1<sup>st</sup> Plat for 32 single-family lots located just west and south of the intersection of 167<sup>th</sup> Street and Kill Creek Road.

Mr. Robert Case, Planner, began the presentation of the final plat with a description of the property. This 17.081 acre property was annexed into the City in December of 2019 with a County zoning designation of RUR (Rural, Agricultural uses and single-family dwellings).

It is currently vacant agricultural land. In February, 2020, the property was rezoned from RUR to R-1 (Single-family Residential) District. The application is for a final plat for phase 1 of the Hilltop Ridge Subdivision.

The land to the east and west of the site is vacant farmland, and land to the north is a residential subdivision within the City limits of Gardner. The land directly south of this subdivision will be phases 2 thru 5 of the Hilltop Ridge Subdivision. The preliminary plat for Hilltop Ridge included 71 acres of undeveloped farmland for a 150 lot single-family subdivision.

This is the 1st phase of the Hilltop Ridge subdivision, which includes 32 lots and 3 tracts of land. Tract A, located along the south side of 167th Street is designated for future access into the subdivision and a sidewalk. Tracts B and C are being designated for open space and retention. Existing utilities including gas, water, electric and sewers are located along 167th Street and also along Osage Street to the south.

Staff finds that the final plat is in substantial compliance with the preliminary plat and the Land Development Code. The request for final platting is consistent with established goals and policies of the City. No deviations are requested with this plat. Excise tax will be levied with this plat.

Staff recommends approval of the final plat for Hilltop Ridge 1<sup>st</sup> Plat with the six conditions outlined in the Recommended Motion.

### **COMMISSION DISCUSSION**

Brett Cox of Renaissance Infrastructure, the engineer and surveyor for the project, was present for questions. There were no public comments.

There were no comments or questions from the Commission.

**Motion made after review of application FP-20-06, a final plat for Hilltop Ridge 1<sup>st</sup> Plat, located on the south side of 167<sup>th</sup> Street approximately 170 feet west of Kill Creek Rd, Tax Id 2F221422-1003, and final plat dated April 15, 2020, and staff report dated May 26, 2020, the Planning Commission approves the application as proposed, provided the following conditions are met:**

- 1. Public improvement plans shall be submitted and approved prior to the release of the final plat for recording at the County.**
  - 2. Revise the final plat to show Hilltop Street to be named Scott Street.**
  - 3. Revise the plat to show 168<sup>th</sup> Street to be 168<sup>th</sup> Place.**
  - 4. Provide a revised street tree plan based on staff comments, for approval prior to the release of the plat for recording.**
  - 5. Prior to the recording of the final plat, excise tax shall be paid to the City.**
  - 6. Correct square footage of the subdivision on the legal description.**
- and recommends the Governing Body accept dedication of right-of-way and easements.**

**Motion made by McNeer and seconded by Deaton.**

**Motion passed 5-0.**

2. **PRAIRIE TRACE MEADOWS - DEFERRED TO JUNE 23, 2020**

Located southeast corner of W 175<sup>th</sup> Street and Interstate 35

- a. **FDP-20-02:** Consider a final development plan for 27 single-family lots, Phase I of Prairie Trace Meadows.
- b. **FP-20-02:** Consider a final plat for 12.76 acre Prairie Trace Meadows, First Plat.

3. **PRAIRIE TRACE ESTATES - DEFERRED TO JUNE 23, 2020**

Located southeast corner of W 175<sup>th</sup> Street and Interstate 35

- a. **FDP-20-03:** Consider a final development plan for 27 single-family lots, Phase I of Prairie Trace Estates.
- b. **FP-20-03:** Consider a final plat for 17.93 acre Prairie Trace Estates, First Plat.

**DISCUSSION ITEMS**

No items discussed.

**ADJOURNMENT**

**Motion to adjourn made by McNeer and seconded by Hansen.**

**Motion passed 7-0.**

Meeting adjourned at 7:13 pm.



Business & Economic Development  
Planning Division  
120 E. Main St. Gardner, KS 66030  
P: 913.856.0913 | F: 913.856.4562  
[www.gardnerkansas.gov](http://www.gardnerkansas.gov)

## FINAL PLAT APPLICATION

Pre-App Date	_____
Fee	_____
File No.	_____

### OWNER INFORMATION

Name(s) Sunrise Investment Corp  
Contact Patrick B Miller  
Address PO Box 393  
City St. Marys State KS Zip 66085  
Phone (913) 927-3048 Email dennis.pugh2@gmail.com

### APPLICANT/AGENT INFORMATION

Name(s) Renaissance Infrastructure Consulting  
Contact Brett Cox  
Address 5015 NW Canal St, #100  
City Riverside State MO Zip 64110  
Phone (816) 800-0953 Email bcox@ric-consult.com

### SITE INFORMATION

Property Address/Location 147th St, West of Rail Creek Rd  
Legal Description (Attach If Necessary) see attached  
Number of Existing Lots 0 Number of Proposed Lots 32  
Total Site Area 17,081 Present Zoning R-1  
Number of Existing Structures \_\_\_\_\_ Present Land Use Ag  
Proposed Street Design Type(s) & Class Residential local  
Proposed Type(s) Open & Civic Space Private Open Space/ Stormwater Mgmt  
Proposed Frontage Type(s) N/A  
Proposed Building Types(s) Single Family

### SIGNATURE

I/We, the undersigned am/are the (owner(s)), (duly authorized agent), (Circle One) of the aforementioned property. By execution of my/our signature, I/we do hereby officially apply for final plat as indicated above.

Signature(s): Patrick B Miller Date 4-10-20  
\_\_\_\_\_  
Date \_\_\_\_\_

## FINAL PLAT APPLICATION CHECKLIST

### APPLICATION SUBMITTAL REQUIREMENTS

- | Yes                                 | No                                  |  |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 1. <b>Complete application packet</b>  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 2. <b>Application fee</b>  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 3. <b>10 full sized plans printed and folded</b>   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 4. <b>Digital copies (PDF) of the completed application, plans, and legal description</b> <i>emailed</i>   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 5. <b>1 copy of existing covenants and restrictions</b> applicable to the development, if any (reference book and page).   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 6. <b>Letter of intent</b> as to whether a Homeowners Association will be created and if any covenants and restrictions are proposed by the subdivider, if not submitted with the Preliminary Plat. Covenants and restrictions, as well as evidence of the establishment of the agency for the ownership and maintenance of any common space, shall be submitted to the City for review and approval prior to recording of the plat. |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 7. <b>Final Floodplain modeling</b> using HEC-RAS model provided by the City if encroachment is proposed within a FEMA or Shaded Zone X 100-year floodplain. (Contact City Engineer to obtain model and requirements).   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 8. <b>Final Stormwater Management Plan</b> (2 printed and 1 digital copy)  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 9. <b>Final Traffic Impact Study (TIS)</b> as required by the Access Management Code. (2 printed and 1 digital copy)   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 10. <b>Development Agreement</b> , if required   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 11. <b>Street tree plan</b>  |

### FINAL PLAT DOCUMENT REQUIREMENTS

- |                                     |                          |  |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 1. <b>Name of subdivision</b> (unique and numerically consistent and the words "FINAL PLAT," prominently displayed as the title.)  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 2. <b>Names, addresses, and phone numbers</b> of all companies, firms, or individuals involved in the preparation of the plat (i.e. property owner, engineer, surveyor, etc.).   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 3. <b>Date of preparation</b> and/or revisions.  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 4. <b>Vicinity map</b> (drawn at a scale of 1"=2,000', locating the proposed subdivision in relation to the section of land, including township and range, section street names, and a north arrow.)                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 5. <b>A legal boundary description</b> with angular bearings and linear distances, referenced to section or quarter-section corners, Point of Commencing and/or Point of Beginning, and the overall area of the plat in acres. |

Yes No

- ☒ ☐ 6. **Provide the following sentence after the Legal Description** "The undersigned proprietors of the above described tract of land have caused the same to be subdivided in the accompanying plat, which subdivision and plat shall hereafter be known as "Plat Name".
- ☒ ☐ 7. **Location of monuments**, shown in reference to existing official monuments or the nearest established ¼ section corner, including the bearings and distances to such reference points or monuments.
- ☒ ☐ 8. **Boundary lines** of the subdivision shall be enclosed with one continuous bold line, showing approximate dimensions (bearings and distances).
- ☐ ☐ 9. **Accurate dimensions for all lines, angles, and curves**, used to describe boundaries, streets, easements and areas to be reserved for public use. Data for all curves shall include radius, arc length, chord length, and central angle.
- ☒ ☐ 10. **Platted and unplatted land** adjacent to the plat boundary. Include identification of adjacent platted subdivisions and unplatted tracts with external bearings and distances of adjacent plats and property owners for a distance of not less than 400 feet. Include original plat names if replatted. Exterior dimensions shall coincide with adjoining plats unless differences are noted
- ☒ ☐ 11. **Blocks, lots and tracts** identified clearly, with blocks numbered or lettered boldly and clearly in the center of the block, and lot dimensions with bearings and distances, and area in square feet.
- ☒ ☐ 12. **Note on plat** indicating intended ownership, purpose, and maintenance responsibilities for any parcels labeled as tracts.
- ☒ ☐ 13. **Existing and proposed easements** with dimensions. Existing easements shall be labeled with book and page number.
- ☒ ☐ 14. **Any area within a federally designated floodplain**. Location, stations, and elevations of the 100-year floodplain within the plat and 100-year elevations at rear lot corners adjacent to FEMA and Shaded Zone X floodplains. The source of the floodplain information shall be clearly labeled (example: FIRM, Map #20091C0041D, September 27, 1991).
- ☒ ☐ 15. **Stream corridor boundary** and dimensions.
- ☒ ☐ 16. **Proposed street right-of-way with dimensions** which conform to the applicable minimum design standards set forth in the Land Development Code and Technical Specifications.
- ☒ ☐ 17. **Endorsement of the Planning Commission** as evidenced by the signature of its Chairperson. Endorsement line shall contain the printed name of the Chairperson and their title.
- ☒ ☐ 18. **Acceptance of Dedication by the Governing Body**, as indicated by the signature of the Mayor and attested by the City Clerk. The Endorsement Line shall contain the printed name and title of the person signing.
- ☒ ☐ 19. **Signature of Owner**, properly attested.

Yes No

- ☒ ☐ 20. **A dated signature and seal of the licensed Land Surveyor responsible for the survey and a note stating:** "This survey conforms to the Kansas Minimum Standards for Boundary Surveys."
- ☒ ☐ 21. **Copies of all pertinent exception documents,** or a copy of a current American Land Title Association (ALTA) survey, or both.
- ☒ ☐ 22. **Calculation documents** containing the following data: coordinates of the plat boundary and the unadjusted error of closure of the field traverse that established the plat.
- ☒ ☐ 23. **A statement on the plat concerning prior easement rights** as follows: The undersigned proprietor of said property shown on this plat does hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on said plat as streets, terraces, places, roads, drives, lanes, parkways, avenues and alleys not heretofore dedicated. Where prior easement rights have been granted to any person, utility or corporation on said parts of the land so dedicated, and any pipes, lines, poles and wires, conduits, ducts or cables heretofore installed thereupon and therein are required to be relocated, in accordance with proposed improvements as now set forth, the undersigned proprietor hereby absolves and agrees to indemnify the City from any expense incident to the relocation of any such existing utility installations within said prior easement.
- ☒ ☐ 24. **A statement on the plat concerning utility easements** as follows: An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, sewer pipes, poles, wires, drainage facilities, irrigation systems, ducts and cables, and similar facilities, upon, over and under these areas outlined and designated on this plat as "Utility Easement" or "U/E" is hereby granted to the City with subordinate use of the same by other governmental entities and public utilities as may be authorized by state law to use such easement for said purposes. Utility easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of public utilities located within the easement.
- ☒ ☐ 25. **A statement on the plat concerning drainage easements** as follows: An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction, maintenance or use of conduits, surface drainage facilities, subsurface drainage facilities, and similar facilities, upon, over and through those areas outlined and designated on this plat as "Drainage Easement" or "D/E" is hereby granted to the City. Drainage easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of storm drainage facilities.
- ☒ ☐ 26. **Certification of dedication of all streets, highways and other rights-of-way or parcels for public park or other public use,** signed by the owners and all other parties who have a mortgage or lien interest in the property.

**Written explanations** for any items not checked or checked "No" (attach additional sheets, if necessary):

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I hereby submit all information required for final plat review. I understand that failure to provide the required information may result in a postponement of my request for review until all information has been submitted. By signing this application, I acknowledge that all public streets and public infrastructure within the plat shall conform to the applicable minimum design standards set forth in the Gardner Municipal Code and the Technical Specifications.

  
\_\_\_\_\_  
Signature of Applicant  
\_\_\_\_\_  
Date



Business & Economic Development  
Planning Division  
120 E. Main St. Gardner, KS 66030  
P: 913.856.0913 | F: 913.856.4562  
[www.gardnerkansas.gov](http://www.gardnerkansas.gov)

### OWNER AFFIDAVIT

I/WE Sunrise Investment Corp, hereby referred to as the "Undersigned", being of lawful age, do hereby on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, make the following statements to wit:

1. I/We the Undersigned, on the date first above written, am/are the lawful owner(s) in fee simple absolute of the following described real property:

See "Exhibit A, Legal Description" attached hereto and incorporated herein by reference.

2. I/We the undersigned, have previously authorized and hereby authorize Kenexa Infrastructure Consulting (Herein referred to as "Applicant"), to act on my/our behalf for the purpose of making application with the City of Gardner, regarding Hilltop Ridge 1st Plat (common address), the subject property, or portion thereof. Such authorization includes, but is not limited to, all acts or things whatsoever necessarily required of Applicant in the application process. I/We further attest that I/We agree to be legally bound by the application made on our behalf by applicant and the resultant action upon such application by the City of Gardner.
3. It is understood that in the event the Undersigned is a corporation or partnership then the individual whose signature appears below for and on behalf of the corporation or partnership has in fact the authority to so bind the corporation or partnership to the terms and statements contained within this instrument.

IN WITNESS THEREOF, I, the Undersigned, have set my hand and seal below.

Peter D. Miller

Owner

\_\_\_\_\_

Owner

STATE OF Kansas  
COUNTY OF Johnson

The foregoing instrument was acknowledged before me on this 10<sup>th</sup> day of April, 2020, by Brian Miller

My Commission Expires: 2/21

Marjorie Mirnich

Notary Public

Notary Public-State of Kansas  
Marjorie Mirnich

My Appointment Expires 2/21

**PLANNING COMMISSION STAFF REPORT**  
**MEETING DATE: MAY 26, 2020**  
**PREPARED BY: ROBERT CASE, PLANNER**

**NEW BUSINESS ITEM No.1**

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**PROJECT NUMBER / TITLE: FP-20-06: Final Plat for Hilltop Ridge 1<sup>st</sup> Plat**

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**PROCESS INFORMATION**

**Type of Request:** Final Plat

**Date Received:** April 15, 2020

**APPLICATION INFORMATION**

**Applicant:** Renaissance Infrastructure Consulting, Brett Cox, P.E.

**Owner:** Sunrise Investment Corporation, Dennis Pugh

**Parcel ID:** CF221422-1003

**Location:** Part of the West Half of the Northwest Quarter of Section 22, Township 14 South, Range 22 East; containing approximately 17.081 acres on the south side of 167<sup>th</sup> Street approximately 170' west of Kill Creek Road.

**REQUESTED ACTION**

The applicant requests approval of a final plat for a 32 lot, single-family residential project containing 17.081 acres.

**EXISTING ZONING AND LAND USE**

Currently, the subject property is zoned R-1 (Single-Family Residential) District and current land use is a vacant parcel.

**SURROUNDING ZONING AND LAND USE**

<b>Zoning</b>	<b>Use(s)</b>
<b>North of subject property</b>	
R-1 (Single-Family Residential) District, RP-3 (Planned Garden Apartment) District, and County RUR (Rural, Agricultural uses and Single-Family dwellings) District	Farmsteads and Single-Family Residences
<b>East of subject property</b>	
County RUR (Rural, Agricultural uses and Single-Family dwellings) District	Vacant property
<b>South of subject property</b>	
R-1 (Single-Family Residential) District	Single-Family residences
<b>West of subject property</b>	
County RUR (Rural, Agricultural uses and Single-Family dwellings) District	Vacant

## **EXISTING CONDITIONS**

Currently the subject property is vacant agricultural land. The property is bound on the north by 167<sup>th</sup> Street and on the south by St. Johns Trace Subdivision. Properties located directly to the east and west are vacant agricultural uses.



## **BACKGROUND / HISTORY**

The site for the proposed development was annexed into the City of Gardner in December 2019 (Ordinance No. 2631). Currently, the property is not in use. At the time the property was annexed into the City, it had a County zoning designation as RUR (Rural, Agricultural uses and Single-Family dwellings).

## **CONSISTENCY WITH COMPREHENSIVE PLAN**

The *City of Gardner 2014 Comprehensive Plan* identifies this parcel for low-density residential future land use, described as “areas primarily consist of detached single family homes, but may also include duplexes or triplexes arranged in a low density format on larger lots, with buildings in character with typical single family homes. These “New Residential Growth Areas” include undeveloped land that provides a “clean slate” for future residential development. The Comprehensive Plan addresses these growth areas as having three major components that help to ensure the community’s goals of providing high quality neighborhoods that satisfy demand for a broad type of housing. These goals are; neighborhood character, connectivity, and open space preservation & conservation design. The design and layout the applicant is proposing is consistent with the goals of the Comprehensive Plan.

## **STAFF ANALYSIS – FINAL PLAT**

### **17.03.020 (E1) Review Criteria:**

- a. The layout and design of the final plat is in substantial compliance with the approved preliminary plat considering the number of lots or parcels; the block layout, street designs and access; the open space systems and civic design elements; the infrastructure systems; or other elements of coordinated developments.

**Staff Comment:** *The plat meets the site design standards regarding lot size minimum, block length, cul-de-sac length and easements. The plan complies with the requirements of the Gardner Land Development Code in that the blocks and lots proposed can meet all development and site design standards. The development is proposed to be a Detached House - Suburban building type for single-family residential, with a Suburban Yard frontage design type. While this development is within the service area of Celebration Park, they are still dedicating approximately 10% of the space to open and civic space which is private open space. A street tree plan has been submitted and is generally in compliance. A few changes remain to be made to move proposed trees further from intersections. This will be a condition of approval.*

- b. The construction plans for any utilities, infrastructure or public facilities shall have been found to meet all technical specifications, or final plat approval shall be conditioned on such plans meeting all technical specifications, before the recording of the final plat.

**Staff Comment:** *Public improvement plans have been submitted but not formally approved. All public improvement plans shall be approved prior to the release of the final plat for recording at the County (this is a recommended condition of approval). The City is the provider for sanitary sewer, water, and electric facilities in this area.*

- c. The phasing and timing of public improvements ensures construction and performance guarantees.

**Staff Comment:** *This is the first of five phases for the Hilltop Ridge Subdivision. The next phase will require an additional exit out of the subdivision. The Traffic Impact Study, Stormwater Management Plan and Public Improvement Plans have been submitted but not approved. All Public Improvement Plans shall be submitted and approved prior to the release of the final plat for recording and issuance of building permits to ensure all improvements are in place.*

- d. Any deviations in the final plat from the preliminary plat brings the application in further compliance with the Comprehensive Plan and the purposes and intent of this Code.

**Staff Comment:** *There are no deviations being requested on the final plat.*

- e. The recommendations of professional staff, or any other public entity asked to officially review the plat.

**Staff Comment:** *Staff recommends the Planning Commission approve the final plat with the conditions outlined below, and forward a recommendation to the Governing Body to accept the dedication of any rights-of-way and easements.*

## **EXCISE TAX**

Excise tax is levied with the act of platting the portion of the property in the city. Any of the subject property that has never been a part of a final plat before is therefore subject to paying the excise tax. This tax is based on the square footage of the plat property, excluding any arterial type right-of-way dedication for streets (40,080 s.f. for 167<sup>th</sup> Street arterial road right-of-way dedication) and parkland dedication (132,325 s.f. for a neighborhood open space and trail system).

The current tax rate is \$0.20 per square foot of land area platted. This plat includes 17.081 acres (744,048.36 s.f.) eligible for excise tax collection. Therefore, the excise tax shall be **\$114,328.67** ( $744,048.36 - 172,405 = 571,643.36 \times .20$ ) and shall be paid prior to the release of the final plat for recording.

### **STAFF ANALYSIS – INFRASTRUCTURE / OTHER**

#### **WATER, SANITARY SEWER, STORMWATER, ELECTRIC, GAS –**

Water and electric utilities are located adjacent to the site and sanitary sewers are located to the north of this development.

#### **ROADWAY NETWORK, VEHICULAR ACCESS –**

There is one new proposed future through street and three cul-de-sacs proposed with this plat. Gardner follows the Johnson County Addressing Standards on areas outside the central core of the city. Two streets on this plat shall be updated so that the names reflect these naming standards. The Hilltop Street which shall be updated to be Scott Street and 168<sup>th</sup> Street shall be updated to be 168<sup>th</sup> Place. These will be a condition of approval.

There is a total of one new exterior point of access being proposed for this site. The main access into this subdivision is off of 167<sup>th</sup> Street by way of Scott Street. However, for any future phases, a secondary access will be required to connect to Osage Street in the St. Johns Trace subdivision located just south of this development.

#### **OTHER PUBLIC IMPROVEMENTS –**

A 10' trail will be constructed along the south side of 167<sup>th</sup> Street Road across the entire north side of the development and 5' sidewalks will be extended throughout the development along all roadways.

### **ATTACHMENTS**

- I. Final plat document
- II. Street Tree Plan
- III. Application

### **ACTIONS**

Per Section 17.03.010 (G) of the *Gardner Land Development Code*, a review body may take the following actions (or recommend the following actions):

1. Approve the application.
2. Approve the application with conditions or modifications to lessen or mitigate a potential impact from the proposed application.
3. Deny the application.
4. Continue the application to allow further analysis. The continued application shall not be more than 60 days from the original review without consent of the applicant. No application shall be continued more than once by each review body without consent of the applicant.

### **EFFECT OF DECISION**

Final Plat – If the Planning Commission approves or conditionally approves the final plat, the plat shall be forwarded to the Governing Body with a recommendation that they accept dedication of land for public purposes such as easements, rights-of-way and public facilities. The approval of the final plat; acceptance of the dedication of land for public purposes; finding that the construction plans for any utilities, infrastructure or public facilities meet all City technical specifications; and payment of the excise tax if applicable, authorizes the filing of the plat with the Johnson County Records and Tax Administration. Any approval with conditions or exceptions to the rules shall be clearly stated on the plat. Any plat not recorded within two years from the date of acceptance of land by the Governing Body shall be null and void. Upon approval of the final plat, dedications, and construction plans and recording of the plat, the applicant may proceed with the construction of required improvements. No building permit shall be authorized until the completion, inspection and acceptance of all required improvements.

### **RECOMMENDATION**

Staff recommends approval of the final plat FP-20-06 for Hilltop Ridge 1<sup>st</sup> Plat with the conditions outlined in the Recommended Motion section and recommends forwarding the plat to the Governing Body to accept the dedication of right-of-way and easements.

### **Recommended Motion:**

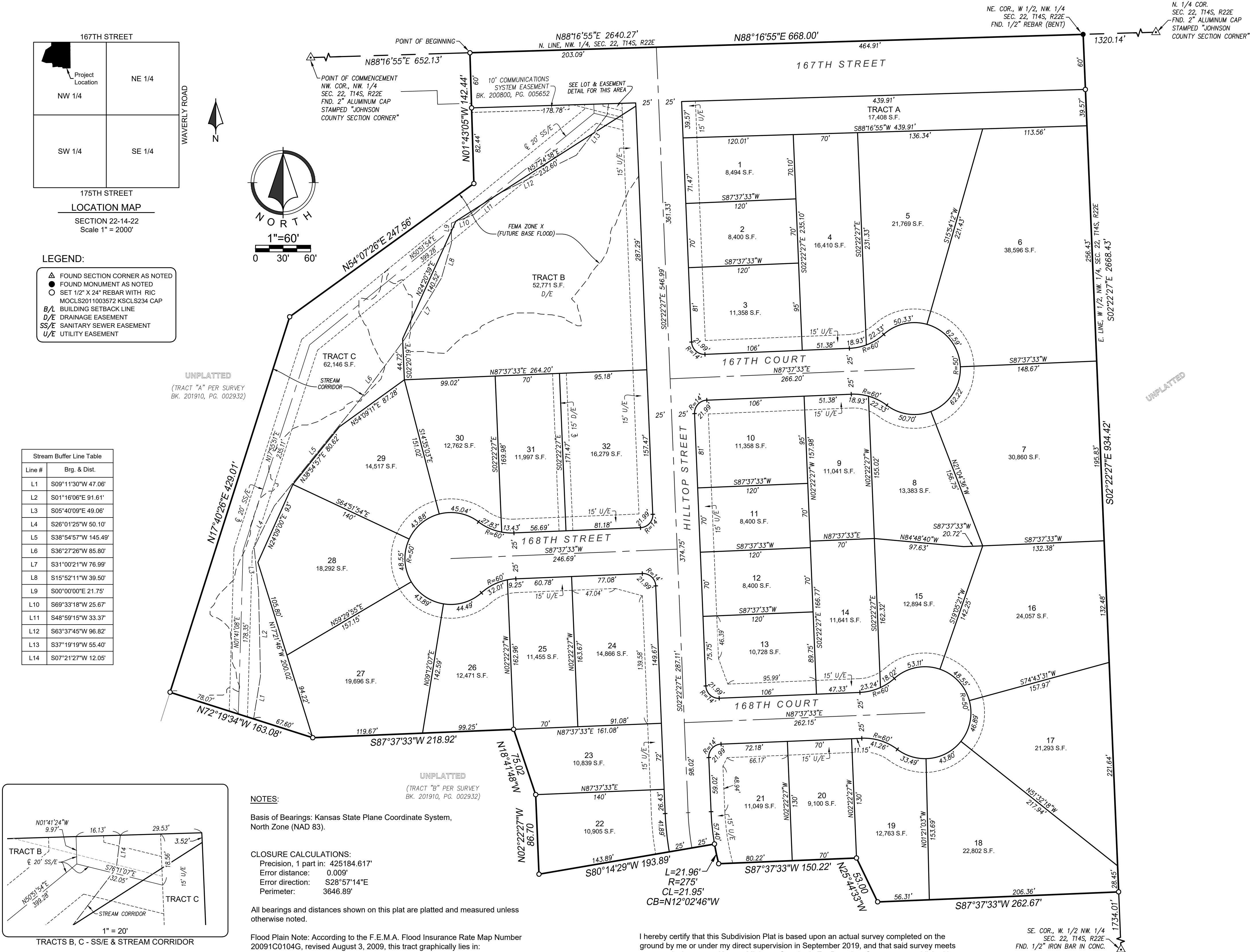
After review of application FP-20-06, a final plat for Hilltop Ridge 1<sup>st</sup> Plat, located on the south side of 167<sup>th</sup> Street approximately 170' west of Kill Creek Road, (Tax Id CF221422-1003) and final plat dated April 15, 2020, and staff report dated May 26, 2020, the Planning Commission approves the application as proposed, provided the following condition is met:

1. Public improvement plans shall be submitted and approved prior to the release of the final plat for recording at the County.
2. Revise the plat to show Hilltop Street to be named Scott Street.
3. Revise the plat to show 168<sup>th</sup> Street to be 168<sup>th</sup> Place.
4. Provide a revised street tree plan based on staff comments, for approval prior to the release of the plat for recording.
5. Prior to the recording of the final plat, excise tax shall be paid to the City.
6. Correct square footage of the subdivision on the legal description.

and recommends the Governing Body accept dedication of right-of-way and easements.

# FINAL PLAT

A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 14 SOUTH  
RANGE 22 EAST, IN THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS



DESCRIPTION

All that part of Tract "B", as shown on Survey recorded in Book 201910, Page 002932, in the Office of the Register of Deeds, Johnson County, Kansas, lying in the West Half of the Northwest Quarter of Section 22, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of Beginning; thence continuing North 88°16'55" East, along the North line of said Northwest Quarter, a distance of 652.13 feet to the Point of Beginning; thence continuing North 88°16'55" East, along said North line, a distance of 668.00 feet to the Northeast corner of said West Half North 88°16'55" West, a distance of 222.22 feet, along the North line of said West Half, to the Northwest corner of said West Half North 88°16'55" West, a distance of 193.89 feet; thence departing said East line, South 87°37'33" West, a distance of 262.62 feet, to the North 22°22'22" West, a distance of 53.00 feet, thence South 87°37'33" West, a distance of 150.22 feet, thence continuing along a non-tangent curve to the right having a radius of 275.00 feet, and a chord which bears North 12°02'46" West, 21.95 feet, for an arc length of 21.96 feet, thence South 80°14'29" West, a distance of 193.89 feet, thence North 02°22'22" West, a distance of 86.70 feet, thence North 18°41'48" West, a distance of 75.02 feet, thence North 87°37'33" West, a distance of 218.92 feet, thence the North line of said West Half North 88°16'55" West, a distance of 222.22 feet, to the Northeast corner of said West Half North 88°16'55" West, a distance of 668.00 feet, to the Point of Beginning; following these courses: thence North 17°40'28" East, a distance of 429.01 feet, thence North 54°07'26" East, a distance of 247.56 feet, thence North 01°43'05" West, a distance of 142.44 feet to the Point of Beginning, containing 744,036 square feet, or 17.00 acres, more or less.

## DEDICATION

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision and plat shall hereafter be known as "HILLTOP RIDGE - 1ST PLAT".

The undersigned proprietor of said property shown on this plat does hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on said plat as streets, terraces, places, roads, drives, lanes, parkways, avenues and alleys not heretofore dedicated. Where prior easement rights have been granted to any person, utility or corporation on said parts of the land so dedicated, and any pipes, lines, poles and wires, conduits, ducts or cables heretofore installed thereupon and therein are required to be relocated, in accordance with proposed improvements as now set forth, the undersigned proprietor hereby absolves and agrees to indemnify the City from any expense incident to the relocation of any such existing utility installations within said prior easement.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, sewer pipes, poles, wires, drainage facilities, irrigation systems, ducts and cables, and similar facilities, upon, over and under these areas outlined and designated on this plat as "Utility Easement" or "U/E" is hereby granted to the City with subordinate use of the same by other governmental entities and public utilities as may be authorized by state law to use such easement for said purposes. Utility easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of public utilities located within the easement.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction, maintenance or use of conduits, surface drainage facilities, subsurface drainage facilities, and similar facilities, upon, over and through those areas outlined and designated on this plat as "Drainage Easement" or "D/E" is hereby granted to the City. Drainage easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of storm drainage facilities.

An easement or license to lay, construct, alter, repair, replace and operate one or more sewer lines and all appurtenances convenient for the collection of sanitary sewage, together with the right of ingress and egress, over and through those areas designated as "Sanitary Sewer Easement" or "SS/E" on this plat is hereby dedicated to the City of Gardner, Kansas or their assigns.

## RESTRICTIONS

Tracts "A" and "C" are intended to be used as Open Space, and shall be owned and maintained by the Hilltop Ridge Home Owners Association.

Tract "B" is intended to be used as Detention and Drainage Easement (D/E), and shall be owned and maintained by the Hilltop Ridge Home Owners Association

CONSENT TO LEVY

The undersigned proprietor of the above described tract of land hereby consents and agrees that the Board of County Commissioners and the City of Gardner, Johnson County, Kansas, shall have the power to release such land proposed to be dedicated for public use from the lien and effect of any special assessments and that the amount of unpaid special assessments on such land dedicated, shall become and remain a lien on this land fronting and abutting on such dedicated public way or thoroughfare.

## EXECUTION

IN TESTIMONY WHEREOF, the undersigned proprietor has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

SUNRISE INVESTMENTS CORPORATION

Patrick B. Miller, Owner

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me a Notary Public in and for said County and State, Patrick B. Miller, Owner of SUNRISE INVESTMENTS CORPORATION, who is personally known to me to be the same person who executed the foregoing instrument of writing on behalf of said corporation, and he duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last written above

My Appointment Expires:

Notary Public

## APPROVALS

APPROVED by the Planning Commission of the City of Gardner, Johnson County, Kansas, on the \_\_\_\_\_ day of \_\_\_\_\_ 2020

Brad Austin, Planning Commission Chairperson

APPROVED by the Governing Body of the City of Gardner, Johnson County, Kansas, on the \_\_\_\_\_ day of \_\_\_\_\_ 2020

Steve Shute, Mayo

Sharon Rose, City Clerk

## HILLTOP RIDGE - 1ST PLAT

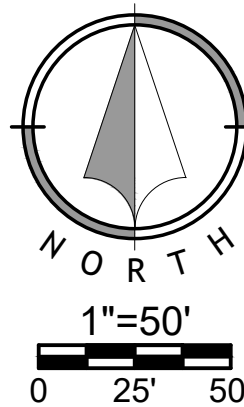
Prepared For:  
SUNRISE INVESTMENTS CORPORATION  
Patrick B. Miller  
P.O. Box 393  
Stilwell, KS 66085  
913-927-3048



Date of Preparation: April 9, 2020      Revised: May 1, 2020

132 Abbie Avenue  
Kansas City, Kansas 66103

913.317.9500  
www.ric-consult.com

[illegible]

1. TREES THAT DO NOT MEET THE SIZE REQUIREMENT WILL BE REJECTED
2. TREES SHALL BE INSPECTED BY OWNER/CITY REPRESENTATIVE PRIOR TO INSTALLATION.

SET TREE WITH TOP OF ROOT BALL FLUSH WITH GRADE. TRUNK FLARE MUST BE VISIBLE AT THE TOP OF ROOT BALL. REMOVE EXCESS SOIL TO TOP OF LATERAL ROOTS.

— PRUNE OUT ANY DEAD OR  
BROKEN BRANCHES AND  
REMOVE DEBRIS FROM SITE

SECURE TREE TO STAKES WITH STRAPS (RE: SPECS). STRAPS SHALL BE LOOSE ENOUGH TO ALLOW SOME MOVEMENT OF THE TRUNK WITH THE WIND

PLANTING HOLE SHALL BE AT LEAST 3 TIMES WIDER THAN THE SPREAD OF ITS ROOTS, BUT NO DEEPER. PLACE ROOT BALL ON UNDISTURBED SOIL WITH ROOT FLARE EVEN WITH OR 1" ABOVE GRADE. SCARIFY SIDES AND BOTTOM OF PIT.

AMEND SOIL ACCORDING TO SPECIFICATIONS.

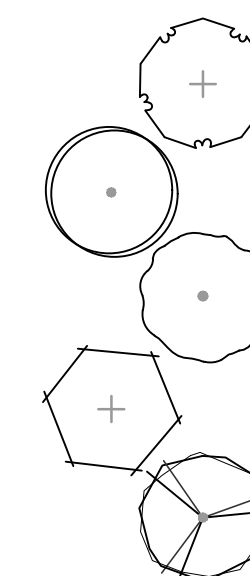
REMOVE TWINE AND CAGE FROM ROOT BALL AND TRUNK. PEEL AND REMOVE BURLAP FROM TO 1/3 OF THE ROOT BALL.

SECTION

STREET TREE PLANTING DETAIL - NTS

1. LOCATE UTILITIES PRIOR TO COMMENCING LANDSCAPE OPERATIONS. ALL TREES SHALL BE FIELD POSITIONED AS TO AVOID CONFLICTS WITH EXISTING AND PROPOSED UTILITIES. NOTIFY LANDSCAPE ARCHITECT OF ANY CONFLICTS OR OBSTRUCTIONS.
2. CONTRACTOR SHALL STAKE ALL PLANTING AREAS IN THE FIELD PRIOR TO PLANTING FOR APPROVAL OF THE OWNER OR THEIR REPRESENTATIVE.
3. CONTRACTOR SHALL VERIFY ALL PLANT QUANTITIES PRIOR TO PLANTING. ANY DISCREPANCIES WITH THE PLAN SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. THE PLAN QUANTITIES SHALL SUPERCEDE SCHEDULED QUANTITIES.
4. ALL PLANT MATERIAL SHALL BE SPECIMEN QUALITY AND SHALL COMPLY WITH RECOMMENDATIONS AND REQUIREMENTS OF ANSI Z60.1 THE 'AMERICAN STANDARD FOR NURSERY STOCK'.
5. ALL PLANTING BEDS & NATIVE GRASS STANDS SHALL BE EDGED AS SHOWN IN PLAN.
6. PREPARE PLANTING BEDS AND INCORPORATE AMENDMENTS ACCORDING TO PLANS.
7. SHREDDED HARDWOOD MULCH, PER SPECIFICATIONS SHALL BE USED AS A THREE INCH (3") TOP DRESSING IN ALL PLANTING BEDS AND AROUND ALL TREES. SINGLE TREES AND SHRUBS SHALL BE MULCHED TO THE OUTSIDE EDGE OF THE SAUCER OR LANDSCAPE ISLAND.
8. ALL TREES SHALL BE STAKED PER DETAIL.
9. ALL PLANT MATERIAL SHALL BE INSTALLED TO ALLOW A ONE FOOT (1') CLEARANCE BETWEEN PLANT AND ADJACENT PAVEMENT.
10. THE LANDSCAPE CONTRACTOR SHALL NOT COMMENCE WORK UNTIL THE SITE IS FREE OF DEBRIS CAUSED BY ON-GOING CONSTRUCTION OPERATIONS. REMOVAL OF DEBRIS SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR. LANDSCAPE WORK SHALL NOT BEGIN UNTIL THE LANDSCAPE ARCHITECT AND OWNER HAVE GIVEN WRITTEN APPROVAL FOR SUCH. THERE SHALL BE NO DELAYS DUE TO LACK OF COORDINATION FOR THIS ACTIVITY.
11. THE LANDSCAPE ARCHITECT AND OWNER SHALL APPROVE GRADES AND CONDITION OF SITE PRIOR TO SODDING/SEEDING OPERATIONS.
12. ALL AREAS DISTURBED DURING CONSTRUCTION AND NOT DESIGNATED FOR OTHER PLANTINGS OR HARDSCAPE SHALL BE SODDED WITH TURF TYPE FESCUE.
13. ALL LANDSCAPE AREAS SHALL BE IRRIGATED. TURF AREAS SHALL BE IRRIGATED BY SPRAY OR ROTOR. PLANT BEDS SHALL BE IRRIGATED BY DRIP IRRIGATION. IRRIGATION SYSTEM SHALL INCLUDE AUTOMATIC RAIN-SENSOR DEVICE. IRRIGATION SHOP DRAWINGS SHALL BE PROVIDED BY THE CONTRACTOR FOR APPROVAL PRIOR TO CONSTRUCTION.

DECIDUOUS TREES	BOTANICAL / COMMON NAME	CONT	CAL	QTY
	Acer rubrum 'October Glory' TM / October Glory Maple	B&B	2.5" Cal.	15
	Gleditsia triacanthos 'Skyline' / Skyline Honey Locust	B&B	2.5" Cal.	17
	Quercus shumardii / Shumard Red Oak	B&B	2.5" Cal.	18
	Ulmus americana 'Valley Forge' / American Elm	B&B	2.5" Cal.	17
	Zelkova serrata 'City Sprite' TM / City Sprite Zelkova	B&B	2.5" Cal.	17



Apr 10, 2020-1:41pm  
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## COUNCIL ACTION FORM

## NEW BUSINESS ITEM NO. 1

**MEETING DATE:** JUNE 15, 2020

**STAFF CONTACT:** MATTHEW WOLFF, FINANCE DIRECTOR

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**Agenda Item:** Consider adopting a Charter Ordinance repealing and replacing Charter Ordinance No. 12 relating to use of bonds

**Strategic Priority:** Economic Development

**Department:** Finance

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**Staff Recommendation:**

Staff recommends adopting a Charter Ordinance repealing and replacing Charter Ordinance No. 12 relating to the use of bonds

**Background/Description of Item:**

In 1992, the Governing Body passed Charter Ordinance No. 12, which exempted itself from provisions of K.S.A. 12-834 and provided substitute and additional provisions for the use of bonds for supplying gas, water, light, heat, street-railway or telephone service.

The new charter ordinance provides language that enables the City to issue general obligation bonds for works (improvements, equipment, furnishing, and land acquisition) which are owned by other governmental, quasi-governmental, and nongovernmental entities for the purpose of supplying the City and its inhabitants with gas, water, electric, heat, street-railway, telephone, internet, or communication service.

Charter Ordinance No. 28 would enable the City to issue G.O. bonds to construct water improvements for the Grata development so that it connects to WaterOne's system. Under the terms of the City's development agreement with Grata, the City is responsible for making water, electric and sewer improvements to serve the property. Because the property is within WaterOne's service area, the water main extension would be constructed at the City's expense but would be owned and operated by WaterOne. The new charter ordinance would allow the City to issue bonds to finance the costs of the WaterOne main extension.

**Attachments:**

- *Charter Ordinance No. 28*
- *Charter Ordinance No. 12*

**Suggested Motion:**

Adopt Charter Ordinance No. 28, a charter ordinance exempting the City of Gardner, Kansas from the provisions to K.S.A. 12-834 relating to bonds for gas, water, light, heat, street-railway or telephone service; providing substitute and additional provisions on the same subject; and repealing Charter Ordinance No. 12 of the City.

## **CHARTER ORDINANCE NO. 28**

**A CHARTER ORDINANCE EXEMPTING THE CITY OF GARDNER, KANSAS, FROM THE PROVISIONS TO K.S.A. 12-834 RELATING TO BONDS FOR GAS, WATER, LIGHT, HEAT, STREET-RAILWAY OR TELEPHONE SERVICE; PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECT; AND REPEALING CHARTER ORDINANCE NO. 12 OF THE CITY.**

**WHEREAS**, the City of Gardner, Kansas (the “City”), is a city of the second class duly organized and existing under the laws of the State of Kansas;

**WHEREAS**, pursuant to Article 12, Section 5, of the Constitution of the State of Kansas, cities are empowered to determine their local affairs and government except for legislative enactments applicable uniformly to all cities;

**WHEREAS**, K.S.A. 12-834 is applicable to the City but not uniformly applicable to all cities;

**WHEREAS**, through passage of Charter Ordinance No. 12, passed on September 8, 1992 (“Charter Ordinance No. 12”), the City exempted itself from the provisions of K.S.A. 12-834 and provided therein substitute provisions for the authority to issue general obligation bonds to pay for the cost of certain public improvements; and

**WHEREAS**, the Governing Body of the City hereby determines that it is in the best interests of the City to repeal and replace Charter Ordinance No. 12 to provide substitute and additional provisions on the same subject;

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GARDNER, KANSAS:**

**Section 1.** The City, by the power vested in it by Article 12, Section 5, of the Constitution of the State of Kansas, hereby elects to exempt itself from and make inapplicable to it the provisions of K.S.A. 12-834 and provide substitute and additional provisions as hereinafter set forth in this Charter Ordinance. Such referenced provisions are either enactments or a part thereof which are applicable to the City but are not applicable uniformly to all cities. Such substitute and additional provisions for K.S.A. 12-834 shall be as set forth as follows:

Whenever and as often as the Governing Body of the City determines that the necessities of the City require the issuance of general obligation bonds of the City for the purpose of purchasing, extending and improving, or purchasing, constructing or extending, works for the purpose of supplying the City and its inhabitants with natural gas, water, electricity, heating, street-railway service, telephone service, or internet or communication service, it shall be lawful for the Governing Body of the City by ordinance or resolution duly passed to direct the

issuance of such bonds. For purposes of this Charter Ordinance, the term “works” shall include any improvement, equipment, or furnishing, including the land necessary therefor, that, when purchased, extended, improved, or constructed, will serve a public purpose, including, but not limited to, any such improvement, equipment, or furnishing which is owned in whole or in part by the City or by any other governmental, quasigovernmental, or nongovernmental person or entity when it is found by the Governing Body that such improvement, equipment, or furnishing serves a public purpose.

**Section 2.** Charter Ordinance No. 12 shall be repealed on the date this Charter Ordinance becomes effective; provided, however, if this Charter Ordinance does not become effective prior to December 1, 2020, this Section and the repeal of Charter Ordinance No. 12 shall be of no force and effect; and provided, further, that the repeal of Charter Ordinance No. 12 shall not prohibit the City from completing any projects, spending the proceeds of any bond issues, or taking such other action which has been authorized in connection with any bonds issued pursuant to Charter Ordinance No. 12 and which are outstanding on the date Charter Ordinance No. 12 is repealed.

**Section 3.** This Charter Ordinance shall be published once each week for two consecutive weeks in an official City newspaper.

**Section 4.** This is a Charter Ordinance and shall take effect sixty-one (61) days after final publication, unless a sufficient petition for a referendum is filed and a referendum held on this Charter Ordinance as provided in Article 12, Section 5, Subdivision (c)(3) of the Constitution of the State of Kansas, in which case this Charter Ordinance shall become effective if approved by the majority of the electors voting thereon.

**Section 5.** Upon its effective date, this Charter Ordinance shall be recorded by the City Clerk in a book maintained for charter ordinances of the City and shall be filed with the Secretary of the State of Kansas.

*[Remainder of Page Intentionally Left Blank]*

**PASSED** by not less than two-thirds vote of the members-elect of the Governing Body of the City of Gardner, Kansas, on June 15, 2020.

**CITY OF GARDNER, KANSAS**

(Seal)

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Mayor

ATTEST:

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City Clerk

CHARTER ORDINANCE NO. 12

A CHARTER ORDINANCE EXEMPTING THE CITY OF GARDNER, KANSAS, FROM THE PROVISIONS OF K.S.A. 12-834 RELATING TO BONDS FOR GAS, WATER, LIGHT, HEAT, STREET-RAILWAY OR TELEPHONE SERVICE AND PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS OF THE SAME SUBJECT.

WHEREAS, The city of Gardner, Kansas (the "City"), is a city of the third class duly organized and existing under the laws of the state of Kansas; and

WHEREAS, pursuant to Article 12, Section 5, of the Constitution of the state of Kansas, cities are empowered to determine their local affairs and government except for legislative enactments applicable uniformly to all cities; and

WHEREAS, K.S.A. 12-834 applies to the City, and certain provisions of K.S.A. 12-834 are not uniformly applicable to all cities in that K.S.A. 12-834 applies only to cities of the second and third class; and

WHEREAS, the governing body of the City hereby determines that it is in the best interests of the City to exempt the City from K.S.A. 12-834 and to provide substitute and additional provisions on the same subject;

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GARDNER, KANSAS:

Section 1. The City, by the power vested in it by Article 12, Section 5, of the Constitution of the state of Kansas, hereby elects to exempt itself from and make inapplicable to it the provisions of K.S.A. 12-834 and provide substitute and additional provisions as hereinafter set forth in this Ordinance. Such referenced provisions are either enactments or a part thereof which are applicable to the City but are not applicable uniformly to all cities. Such substitute and additional provisions for K.S.A. 12-834 shall be as follows:

Whenever and as often as the governing body of any city determines that the necessities of the city require the issuance of general obligation bonds of such city for the purpose of purchasing, extending and improving, or purchasing, constructing or extending works for the purpose of supplying such city and its inhabitants with natural gas, water, electric light, or heating or street-railway or telephone service, it shall be lawful for the governing body of such city by ordinance duly passed to direct the issuance of such bonds.

Section 2. This Ordinance shall be published once each week for two consecutive weeks in the official City newspaper.

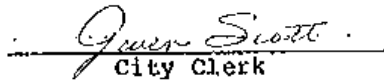
Section 3. This is a charter ordinance and shall take effect 61 days after final publication, unless a sufficient petition for a referendum is filed and a referendum held on this Ordinance as provided in Article 12, Section 5, Subdivision (c) (3) of the Constitution of the state of Kansas, in which case this Ordinance shall become effective if approved by the majority of the electors voting thereon.

Passed by the governing body of the City by not less than two-thirds of the members-elect voting in favor thereof and approved by the Mayor this 8th day of September 1992.

(Seal)

  
Mayor

ATTEST:

  
City Clerk



STATE OF KANSAS,  
JOHNSON COUNTY, ss:

Mark J. Humble

being first duly sworn, deposes and says: That he is

Publisher of Tri-County Newspapers, a  
(name of newspaper)

weekly newspaper printed in the State of Kansas, and published  
in and of general circulation in Johnson County, Kansas, with a  
general paid circulation on a yearly basis in Johnson County,  
Kansas, and that said newspaper is not a trade, religious or  
fraternal publication.

Said newspaper is a weekly published at least weekly 50 times  
a year; has been so published continuously and uninterruptedly  
in said county and state for a period of more than five years  
prior to the first publication of said notice; and has been admitted  
at the post office of Gardner, KS. in said County  
as second class matter.

That the attached notice is a true copy thereof and was published  
in the regular and entire issue of said newspaper for \_\_\_\_\_

consecutive weeks, the first publication thereof being made as

foresaid on the 16 day of Sept., 19 92

with subsequent publications being made on the following dates:

Sept. 23, 1992, 19 \_\_\_\_\_

\_\_\_\_\_, 19 \_\_\_\_\_, 19 \_\_\_\_\_

\_\_\_\_\_, 19 \_\_\_\_\_, 19 \_\_\_\_\_

Mark J. Humble

Subscribed and sworn to before me this 24 day of

Sept., 19 92.

Charles A. Krumholz  
Notary Public

My Commission Expires: 5/11/93

Printer's fee \$ \_\_\_\_\_

Additional copies \$ \_\_\_\_\_

IN THE ..... COURT OF  
JOHNSON COUNTY, KANSAS

....., 19.....

The within Proof of Publication approved.

..... Judge.

## Legal Notice

(First Published in Tri-County  
Newspaper on Wednesday, Sept. 16,  
1992.)

### CHARTER ORDINANCE NO. 12

A CHARTER ORDINANCE EXEMPTING THE CITY OF GARDNER, KANSAS, FROM THE PROVISIONS OF K.S.A. 12-834 RELATIVE TO BONDS FOR GAS, WATER, LIGHT, HEAT, STREET-RAILWAY OR TELEPHONE SERVICE AND PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS OF THE SAME SUBJECT.

WHEREAS, The city of Gardner, Kansas (the "City"), is a city of the third class duly organized and existing under the laws of the state of Kansas; and

WHEREAS, pursuant to Article 12, Section 5, of the Constitution of the state of Kansas, cities are empowered to determine their local affairs and government except for legislative enactments applicable uniformly to all cities; and

WHEREAS, K.S.A. 12-834 applies to the City, and certain provisions of K.S.A. 12-834 are not uniformly applicable to all cities in that K.S.A. 12-834 applies only to cities of the second and third class; and

WHEREAS, the governing body of the City hereby determines that it is in the

best interests of the City to exempt the City from K.S.A. 12-834 and to provide substitute and additional provisions on the same subject.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GARDNER, KANSAS: Section 1. The City, by the power vested in it by Article 12, Section 5, of the Constitution of the state of Kansas, hereby elects to exempt itself from and make inapplicable to it the provisions of K.S.A. 12-834 and provide substitute and additional provisions as hereinafter set forth in this Ordinance. Such referenced provisions are either enactments or a part thereof which are applicable to the City but are not applicable uniformly to all cities. Such substitute and additional provisions for K.S.A. 12-834 shall be as follows:

Whenever and as often as the governing body of any city determines that the necessities of the city require the issuance of general obligation bonds of such city for the purpose of purchasing, extending and improving, or purchasing, constructing or extending works for the purpose of supplying such city and its inhabitants with natural gas, water, electric light, or heating or street-railway

or telephone service, it shall be lawful for the governing body of such city by ordinance duly passed to direct the issuance of such bonds.

Section 2. This ordinance shall be published once each week for two consecutive weeks in the official City newspaper.

Section 3. This is a charter ordinance and shall take effect 61 days after final publication, unless a sufficient petition for a referendum is filed and a referendum held on this Ordinance as provided in Article 12, Section 5, Subdivision (c) (3) of the Constitution of the state of Kansas, in which case this Ordinance shall become effective if approved by the majority of the electors voting thereon.

Passed by the governing body of the City by not less than two-thirds of the members-elect voting in favor thereof and approved by the Mayor this 8th day of September 1992.

Carol Lehman

Mayor

ATTEST:

Gwen Scott

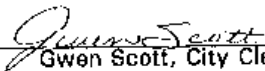
City Clerk

(SEAL)

(2-9-23)

**Statement of Manner of Adopting Ordinance**

The foregoing Charter Ordinance No. 12 was passed on the 8th day of September, 1992, as shown by the Journal of Proceedings dated September 8, 1992, Page 92-58, by a vote of four for and none against, being not less than two-thirds of the members-elect of the governing body, published in the Gardner News, the official city newspaper, on the 16th day of September, 1992, and on the 23rd day of September, 1992, being once each week for two consecutive weeks, and there being no petition demanding a referendum filed with the city clerk within 60 days after the final publication, said charter ordinance took effect on the 23rd day of November, 1992.

  
Gwen Scott, City Clerk

## COUNCIL ACTION FORM

## NEW BUSINESS ITEM NO. 2

**MEETING DATE:** JUNE 15, 2020

**STAFF CONTACT:** GONZ GARCIA, UTILITIES DIRECTOR

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**Agenda Item:** Consider a recommendation to negotiate an Engineering Services contract with George Butler & Associates (GBA) for preliminary planning and design for the wastewater system east and south of I-35, and determine a location for the South Wastewater Treatment Plant

**Strategic Priority:** Infrastructure and Asset Management  
Promotes Economic Development  
Fiscal Stewardship

**Department:** Utilities – Wastewater Division

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### **Staff Recommendation:**

Staff recommends authorizing the negotiation of an Engineering Services contract with George Butler & Associates (GBA) for preliminary planning and design for the wastewater system east and south of I-35, as well as determine a location for the South Wastewater Treatment Plant.

### **Background/Description of Item:**

GBA was selected via the RFQ process on March 5, 2019 for the Prairie Trace Sanitary Sewer Improvements project. The RFQ had multiple firms submit and GBA demonstrated that different team members had the expertise to provide the requested services to meet the City of Gardner's needs. Based on the teamwork displayed by GBA staff within the present contract and that GBA designed the Kill Creek Wastewater Treatment Plant, the firm has a deep understanding of not only the City processes, but also the current wastewater system.

The purpose of this work is to plan for City growth up to east of Clare Road and south of I-35, reaching as far 199<sup>th</sup> Street. This type of work will provide preliminary engineering on all aspects of the sanitary sewer system that will be required to promote economic development and meet the utility needs for this area as development occurs.

This work will build off the 2017 Wastewater Master Plan for the City of Gardner's future development area as well as create timelines and funding projections for future CIP projects. Preliminary engineering would include preliminary planning, design, tributary mapping, interceptor layouts, easement needs, and plant sizing alternatives. The Kansas Department of Environmental Health (KDHE) would be part of the process to determine regulations and requirements for a new South Wastewater Treatment Plant (SWWTP).

On April 20, 2020, Utilities Director presented to City Council the need for a South Wastewater Treatment Plant with recommendations.

### **Financial Impact:**

The design will be temporarily funded from the Wastewater Fund. Both the design and construction phases of the South Wastewater Treatment Plant Project are anticipated to be debt-financed. Annual debt service payments will come from the Wastewater Fund.

**Attachments included:**

- SWWTP Presentation from the April 20, 2020 meeting

**Suggested Motion:**

Authorize the City Administrator to negotiate an Engineering Services contract with George Butler & Associates (GBA) for preliminary planning and design for the wastewater system east and south of I-35, and determine a location for the South Wastewater Treatment Plant.

# **SOUTH WASTEWATER TREATMENT PLANT PRESENTATION**

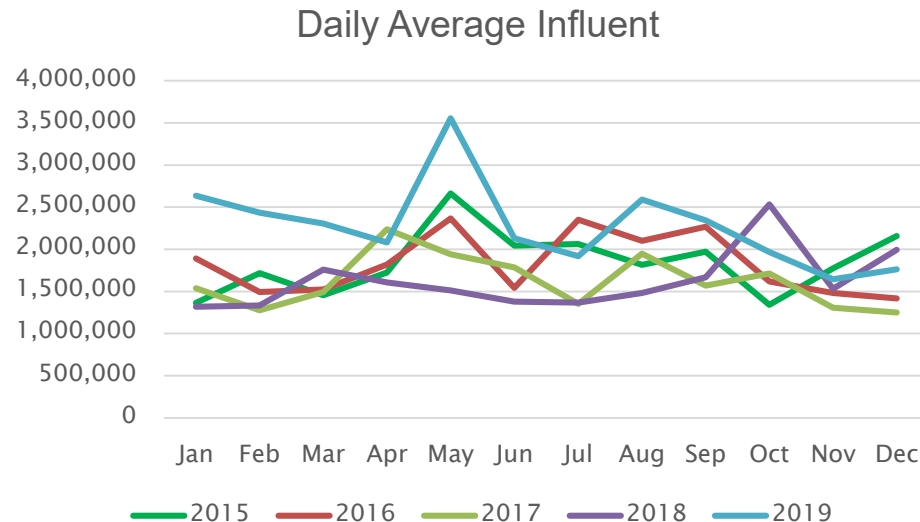
April 20, 2020

# History

## Kill Creek Water Resource Recovery Facility (KCWRRF)

- Constructed in 2002
- Design capacity of 2.5 MGD
- Peak capacity of 7.5 MGD

The daily average influent for the past five years is shown below:



# History

## Wastewater Master Plan

- Updated in 2017
- HDR
- 17 projects for collection and transfer of future wastewater to Kill Creek for treatment

Projects	2020	2021	2022	2023	2024	2025	2026	2027	2028	TOTAL
Wastewater	1.39	0	1.68	10.14	7.12	3.99	4.1	2.05	1.07	\$31.54

- Kill Creek Expansion \$16.8M (2032)

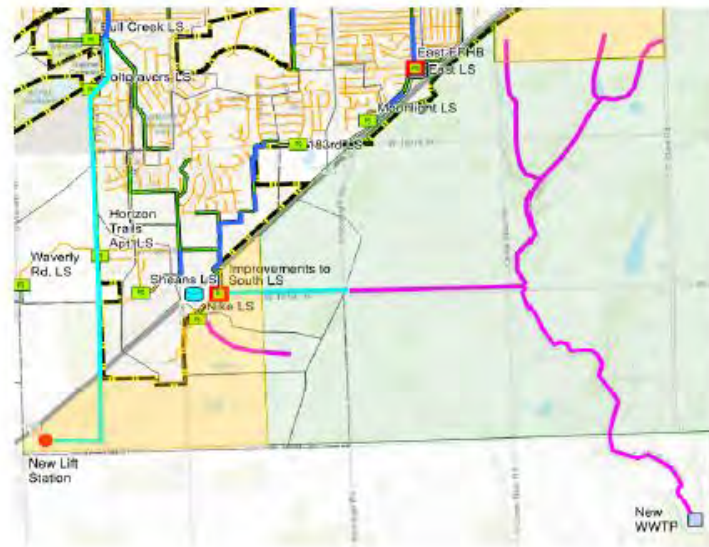


# History

The Master Plan also provided an alternative to locate a new WW Treatment Facility south of I-35, on 191<sup>st</sup> or 199<sup>th</sup> Street with a design capacity of 0.750 MGD.



Alternative 1 Location



Alternative 2 Location



# History

## Master Plan Cost Comparison

Project	All Flow to Kill Creek WWTP	South Wastewater Treatment Plant Alternative 1	South Wastewater Treatment Plant Alternative 2
South WWTP (0.750 MGD Capacity)		\$11,250,000	\$11,250,000
Kill Creek Wastewater Treatment Plant - Capacity	\$16,820,000	\$8,437,500	\$8,437,500
Improvements to the East Lift Station	\$435,000		
East lift Station Parallel Forcemain	\$1,724,000		
South Lift Station Improvements	\$250,000	\$250,000	\$250,000
South Lift Station Forcemain Improvements to New WWTP		\$450,000	\$850,000
New Lift Station		\$860,000	
New Interceptor to South WWTP			\$1,150,000
South Lift Station Storage Tank	\$2,100,000	\$2,100,000	\$2,100,000
City Wide Parallel Improvements (Ultimate within the City Limits)	\$11,192,500	\$6,800,300	\$6,800,300
<b>TOTAL</b>	<b>\$32,521,500</b>	<b>\$30,147,800</b>	<b>\$30,837,800</b>

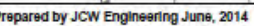


# History

- In 2009, JCW finalized the Bull Creek Watershed Study.
- Edgerton, Gardner, New Century, and Spring Hill Covering over 50,000 acres.
- Provided guidance for development of the collection system and treatment.
- 2010-2030 time frame and for ultimate development.



### Bull Creek Sewer Service Projections

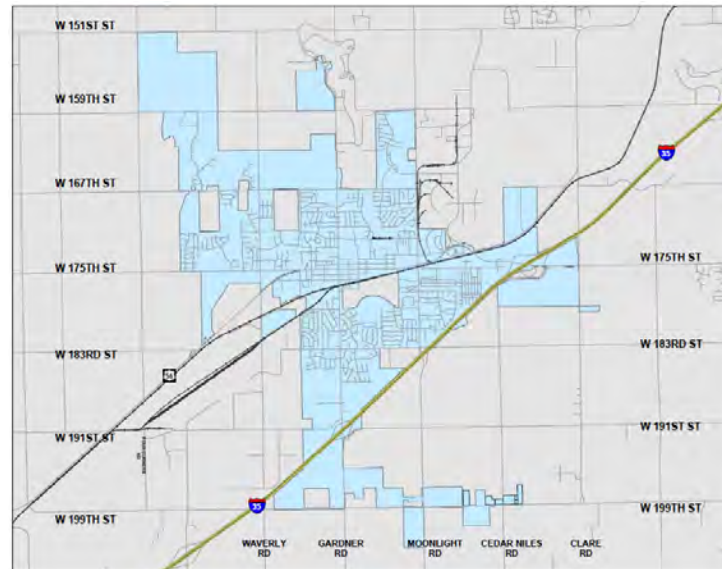


# Annexations

In 2019, the City annexed:

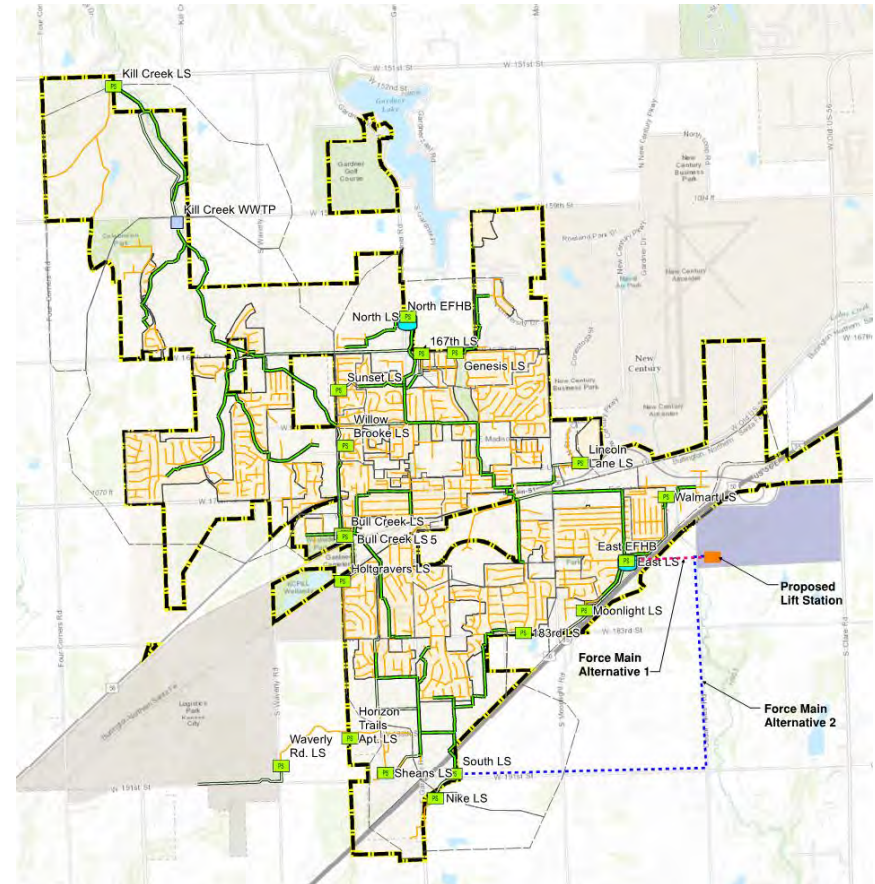
- 261 acres for the Prairie Trace Project (GRATA)
- 800 acres along 199<sup>th</sup> Street.

Plus an additional 5,000 acres could be annexed within 2-5 years.



# Near-term Alternatives

- ▶ Alternative 1 – Pump flows to East LS
  - \$1,300,000
- ▶ Alternative 2 – Pump flows to South LS
  - \$2,067,000



# **Anti-Degradation Study**

Required for any new or expanded discharges from National Pollutant Discharge Elimination System (NPDES) facilities that results in lower water quality.

City initiated this antidegradation review to obtain regulatory approval for constructing a new wastewater treatment plant to serve the projected growth.

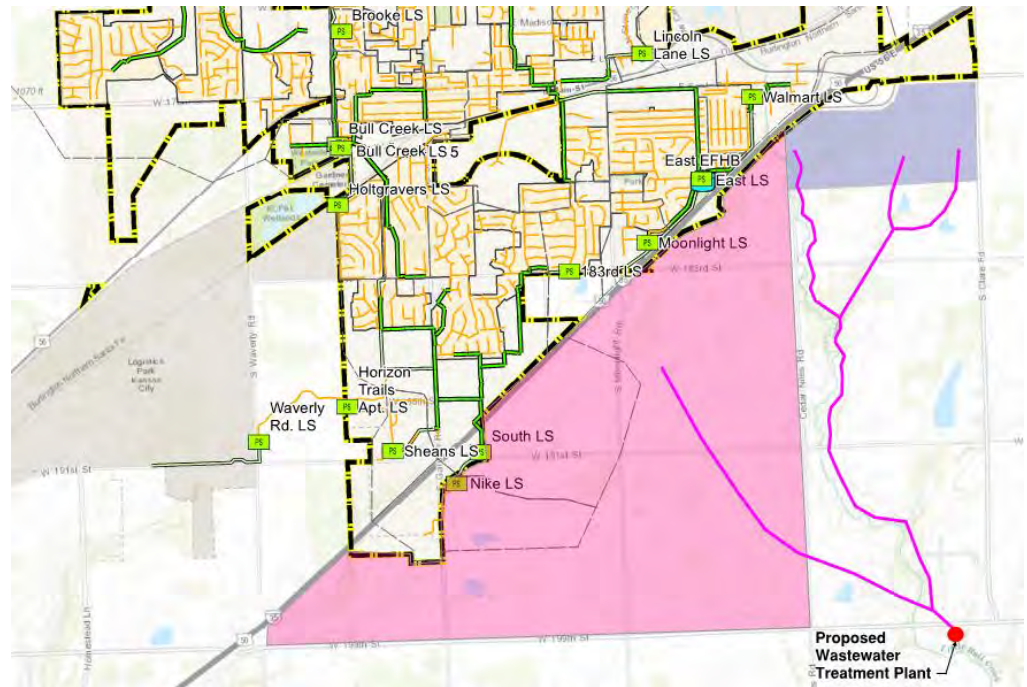
Five long term alternatives evaluated:

1. New South WWTP
2. Pump flows to Kill Creek Water Resource Recovery Plant
3. Pump flows to JCW's New Century WWTP
4. Pump flows to Edgerton's Big Bull Creek WWTP
5. Non-degrading Alternative



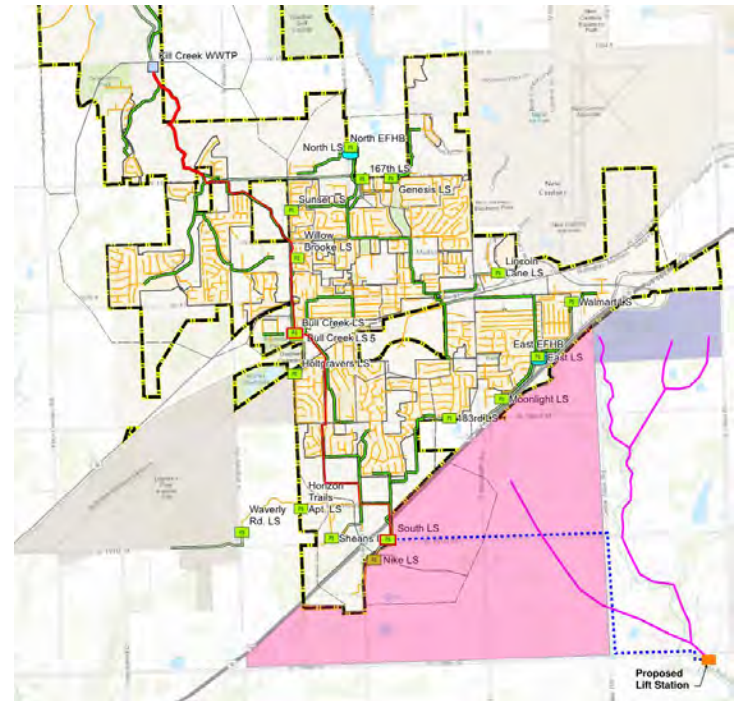
# Alternative 1 – New South WWTP

- ▶ 2.5 MGD WWTP (20-year)
- ▶ 5 MGD WWTP (Ultimate)
- ▶ LOT WWTP
  - (5-stage with denitrification filters)
- ▶ Offload existing system
  - East Lift Station
  - South Lift Station



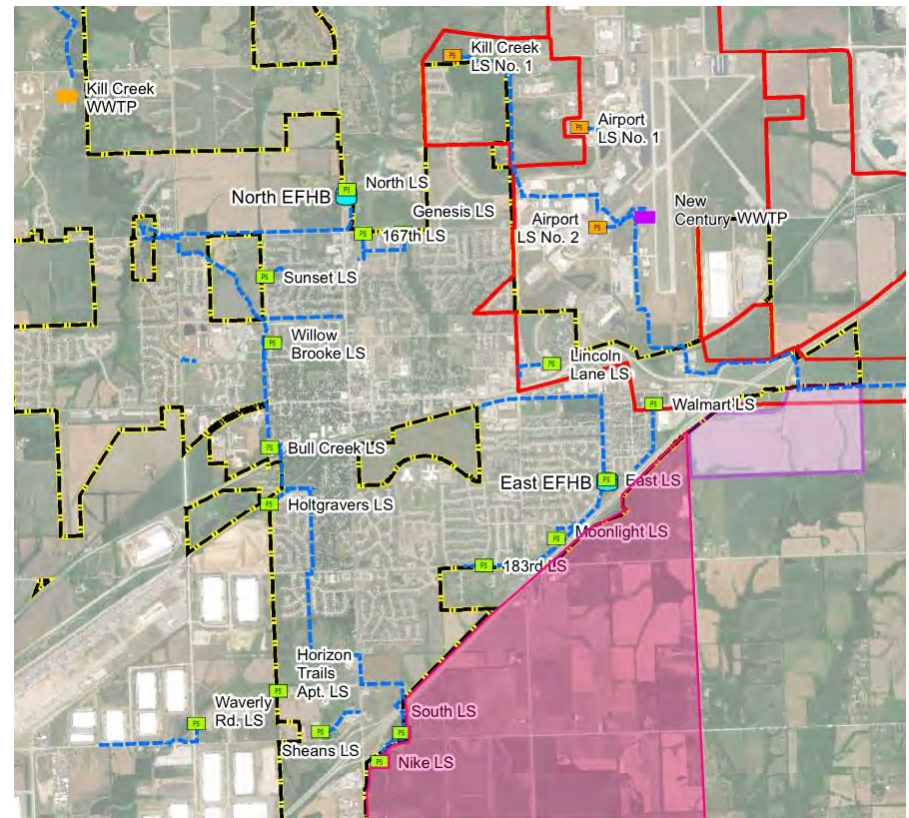
# Alternative 2 – Pump to Kill Creek Water Resource Recovery Plant

- ▶ Discharges to Kill Creek and Kansas River
  - TN = 10 mg/l
  - TP = 1.5 mg/l
- ▶ Capacity upgrades to existing system
  - South LS and forcemain
  - Bull Creek LS and forcemain
  - Interceptor system to WWTP
  - Kill Creek WWTP



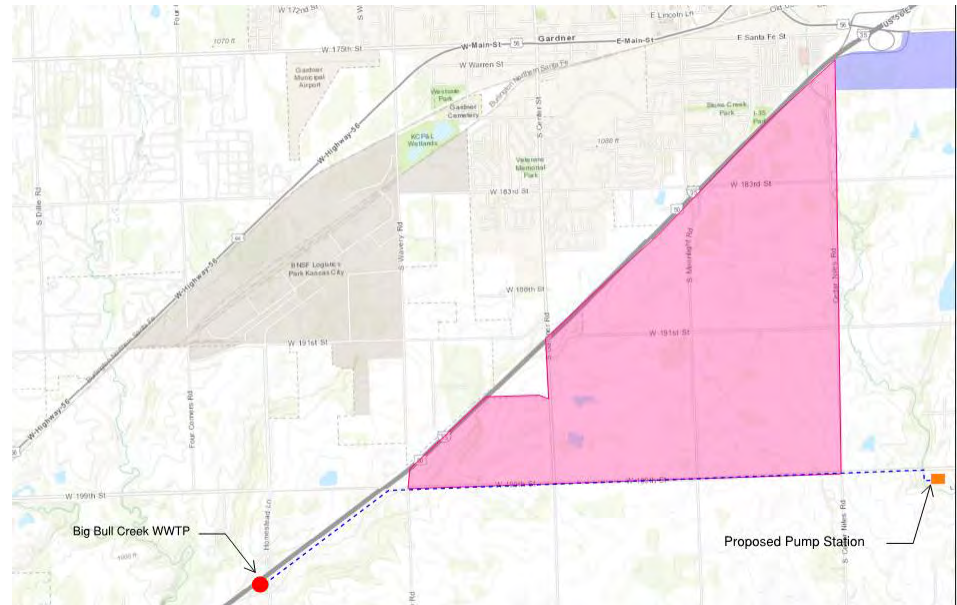
# Alternative 3 – New Century WWTP

- ▶ Not feasible alternative
- ▶ Plant near or at capacity
  - Upgrades not scheduled for several years
- ▶ JCW cannot accept flows
- ▶ WWTP cannot be upgraded to meet future flows
  - Site limitations



# Alternative 4 – Big Bull Creek WWTP

- ▶ Non-economic constraints
- ▶ Discharges to Hillsdale Lake
  - Plant upgraded to LOT
  - Capacity upgrades
    - 0.5 MGD current capacity
- ▶ New pump station and 5.5 miles of forcemain



# Alternative 5 – Non-degrading Alternatives

- ▶ Effluent Irrigation
  - Low permeability soils
  - Requires several thousand acres of land
  - Not feasible from land and cost perspective
- ▶ Recycle or Reuse
  - Send flows to WTF
    - 5 miles of forcemain
  - Requires high level of treatment
    - MBR plant
  - Not feasible from cost perspective



# Cost-effectiveness

Alternative	20-Year Net Present Worth Costs			
	Net Present Value of Capital <sup>1</sup>	Net Present Value of O&M <sup>2</sup>	Total Net Present Value	Percent of Lowest Cost Alternative
Alternative 1	\$42,959,000	\$681,700	\$54,014,000	100%
Alternative 2	\$49,743,000	\$695,300	\$61,123,000	113%
Alternative 3	\$51,254,000	\$678,300	\$62,363,000	115%

- Alternative 1 (new South WWTP) is the most cost effective alternative



# Anti-Deg South WWTP

Project	All Flow to Kill Creek WWTP - Master Plan	South Wastewater Treatment Plant - Master Plan <sup>1</sup>	South Wastewater Treatment Plant - Antidegradation Study <sup>2</sup>
South WWTP		\$11,250,000	\$20,894,000
Kill Creek Wastewater Treatment Plant - Capacity	\$16,820,000	\$8,437,500	
Improvements to the East Lift Station	\$435,000		
East Lift Station Parallel Forcemain	\$1,724,000		
South Lift Station Improvements	\$250,000	\$250,000	
South Lift Station Forcemain Improvements to New WWTP		\$850,000	\$1,288,000
New Lift Station			
New Interceptor to South WWTP		\$1,150,000	\$5,766,000
South Storage Improvements	\$2,100,000	\$2,100,000	
City Wide Parrallel Improvements (Ultimate within the City Limits)	\$11,192,500	\$6,800,300	
	<b>\$32,521,500</b>	<b>\$30,837,800</b>	<b>\$27,948,000</b>

<sup>1</sup> 0.750 MGD plant with a TN=10 mg/l, TP=1 mg/l

<sup>2</sup> 1.250 MGD plant with a TN=3 mg/l, TP=0.5 mg/l

Differences between the costs:

1. Master Plan was based upon 0.75 MGD vs 1.25 MGD for Antideg
2. Antideg plant included TN=3 mg/l, additional facilities for 5-stage and denitrification filter
3. Interceptor costs in Master Plan was for difference between the two alternatives (PS vs WWTP) not full estimated cost
4. Improvements to South LS/storage not included in Antideg



## **Action Plan Recommendation**

1. Based on Anti-Degradation Study and KDHE recommendations, begin preliminary design and construction cost estimate - 2020
2. Identify optimum location for new WWTP - 2020
3. Acquire necessary easement for gravity main – 2020
4. Begin gravity main and WWTP construction - 2021



# Q&A



## COUNCIL ACTION FORM

## NEW BUSINESS ITEM NO. 3

**MEETING DATE:** JUNE 15, 2020

**STAFF CONTACT:** LARRY POWELL, BUSINESS & ECO DEV DIRECTOR

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**Agenda Item:** Consider accepting a voluntary annexation with landowner consent

**Strategic Priority:** Promote Economic Development

**Department:** Business and Economic Development

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### **Staff Recommendation:**

Staff recommends the City Council adopt an ordinance for a voluntary annexation of two parcels of land as described in the ordinance, annexing that part known as 25800 W 199<sup>th</sup> Street.

### **Background/Description of Item:**

A request to voluntarily annex two unplatted tracts was received by the City, signed by Dan and Linda Meisinger, owners. The property adjoins land already in the City of Gardner and therefore can be annexed upon receipt of a voluntary annexation request from the property owners.

The attached Voluntary Consent Annexation Agreements outline the terms agreed upon by the City and the property owner as conditions for this consent annexation. The terms are consistent with the direction of the governing body regarding annexation of rural properties in the City's planning and growth area. Consent annexations are not subject to resolution, notice, public hearing, and extension of services plan requirements that may apply to other annexations.

### **Financial Impact:**

The city will experience normal growth in its utilities structure as the subdivision is constructed.

### **Attachments included:**

- Voluntary Consent Annexation Agreements and Owner Affidavits
- Map of Tracts
- Ordinance No. 2665

### **Suggested Motion:**

Accept the Voluntary Consent Annexation requests of Dan and Linda Meisinger and adopt Ordinance No. 2665, an ordinance annexing land to the City of Gardner, Kansas.

## VOLUNTARY CONSENT ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made and entered into this 11th day of June, 2020, between the City of Gardner, Kansas, a municipal corporation (the City), and Linda S. Meisinger and Dan L. Meisinger (Property Owner(s)).

### RECITALS

- A. The Property Owner(s) are the owners of record of the following described real property ("Property") located in unincorporated areas of Johnson County, Kansas adjacent to or within a platted subdivision adjacent to the City of Gardner, Kansas.

#### Legal Description:

The West 3/4 of the Southeast 1/4 of the Southwest 1/4 of Section 5, Township 15, Range 23, Johnson County, Kansas, described as follows: Beginning at a point on the South line of the West 3/4 of the SE 1/4 of the SW 1/4 of Section 5, 324.32 feet West of the SE Corner thereof; thence S 89 degrees 11' 30" W, along the South line, 972.97 feet; thence N 0 degrees 34' 17" W, along the West line of the West 3/4 of the SE 1/4 of the SW 1/4 of Section 5, 1337.34 feet; thence N 89 degrees 18' 26" E, along the North line of the SE 1/4 of the SW 1/4, 976.06 feet; thence S 0 degrees 26' 18" E, along the East line of the West 3/4 of the SE 1/4 of the SW 1/4 of Section 5, 1335.39 feet to the point of beginning, except any part taken for public roads.

- B. The Owner has evinced an intent that the Property be annexed by the City and has, to that effect, signed a Consent to Annexation, dated June 11, 2020, and will be filed by the City with the Office of Register of deeds for Johnson County, Kansas. (A copy of the executed and filed Consent to Annexation is affixed hereto as Exhibit A).

This contract is entered into in the spirit of the consideration of the mutual promises and obligations contained herein, and in exchange for good will, mutual respect, and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. **Consent to Annexation.** Property Owner(s) consents to annexation of the Property into the City of Gardner, Kansas. In the event of a default of any of the City's obligations under this Agreement, the Property Owner(s) sole recourse shall be to petition the City for de-annexation.
2. **Property Tax Abatement.** Prior to the Key Development Point, for a period not to exceed twenty (20) years, the City agrees to rebate the City's portion of the Property Owner's ad valorem taxes on the Property to the Property Owner(s) in accordance with the City's

rebate policy. For purposes of this paragraph the Key Development Point is defined as the earlier of: (1) rezoning of the property to a use other than RUR (Rural), RLD (Residential Low Density), or Agri-Tourism (A); or (2) sale of the property to subsequent property owner who commits the use of the property to a use other than the present agricultural or residential low density use. City also agrees that Property Owner shall not be required to make other payments for City services that Property Owner does not use.

3. **Extension of City Services.** The parties agree that the Property is currently adequately served by existing utilities. Public Infrastructure will not be improved specific to this property until the owner and the Governing Body determine that such improvements are necessary, prudent and feasible for the service of this property. Nothing in this agreement shall require the Governing Body to approve or establish any benefit district for the financing of public infrastructure except where required by Law.
  - a. The parties agree that the Property owners will not be required to connect to the city's current or a future sewer system as long as they have a functional septic tank or sanitary system serving the property.
4. **Zoning.** The Property is currently zoned Rural (RUR) by the County. A copy of the County zoning regulations application to the RUR zoning district at the time of annexation are attached hereto as Exhibit B. Pursuant to Kansas law, following annexation, the Property shall retain its County zoning until such time that a rezoning of the property may be approved. Similarly, again pursuant to Kansas law, any legal, non-conforming uses existing on the Property immediately preceding annexation may continue until such time as any such use loses its legal, non-conforming use status under the laws of this State.
5. **Acceptance of Annexation.** The annexation will not become effective until after the City Council formally approves and adopts the necessary Annexation Ordinance as required by Kansas Statutes and said ordinance is published once in the official City newspaper.
6. **Savings Clause.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, nor shall such invalidity, illegality or unenforceability affect the validity, legality or enforceability of the remainder of the Agreement. Furthermore, the parties agree that such invalid, illegal or unenforceable provision may be reformed to the greatest extent permitted by law to most closely meet the intent of the parties in effecting the purpose expressed by the contractual provision deemed invalid, illegal or unenforceable.
7. This document shall constitute the entire Agreement between the undersigned landowner(s) and the City of Gardner, Kansas.

Now, therefore, in consideration of the City of Gardner's agreeing to the above conditions for the above described property, the undersigned does give full and complete consent to the City of Gardner to annex the above described property in accordance with the laws of the state of Kansas at any time after the date of this agreement.

This agreement shall run with the land described and shall be binding upon the heirs, grantees successors and assigns of the undersigned.

ADOPTED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF GARDNER, KANSAS ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CITY OF GARDNER, KANSAS

BY: \_\_\_\_\_  
Steve Shute, Mayor

ATTEST:

\_\_\_\_\_  
Sharon Rose, City Clerk

Approved as to form:

\_\_\_\_\_  
Ryan Denk, City Attorney

In Witness thereof, the undersigned have caused this agreement to be executed on 11th day of June, 2020.

Owners of Record:

By:   
Linda S. Meisinger

By:   
Dan L. Meisinger

State of Kansas

County of Johnson

The foregoing instrument was acknowledged before me this 11 day of June,

2020, by Linda & Dan Meisinger.

  
\_\_\_\_\_  
Notary Public

Seal

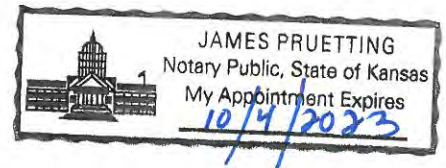


Exhibit A

## CONSENT FOR ANNEXATION

(Adjoining property by request)

To: The Governing Body of the City of Gardner, Kansas.

The undersigned owners of record of the following described land hereby petition the Governing Body of the City of Gardner, Kansas to annex such land to the city. The land to be annexed is described as follows:

The West 3/4 of the Southeast 1/4 of the Southwest 1/4 of Section 5, Township 15, Range 23, Johnson County, Kansas, described as follows: Beginning at a point on the South line of the West 3/4 of the SE 1/4 of the SW 1/4 of Section 5, 324.32 feet West of the SE Corner thereof; thence S 89 degrees 11' 30" W, along the South line, 972.97 feet; thence N 0 degrees 34' 17" W, along the West line of the West 3/4 of the SE 1/4 of the SW 1/4 of Section 5, 1337.34 feet; thence N 89 degrees 18' 26" E, along the North line of the SE 1/4 of the SW 1/4, 976.06 feet; thence S 0 degrees 26' 18" E, along the East line of the West 3/4 of the SE 1/4 of the SW 1/4 of Section 5, 1335.39 feet to the point of beginning, except any part taken for public roads.

Such land lies upon or touches the city boundary line.

The undersigned further warrant and guarantee that they are the only owners of record of the land. Signed this 11th day of June, 2020.



Linda S. Meisinger, Owner



Dan L. Meisinger, Owner

## **ARTICLE 9. RURAL DISTRICTS**

### **Section 1. INTENT AND GENERAL PROVISIONS:**

- A. The zoning of property as RUR, Rural District, is intended to:
  - 1. maintain and enhance agricultural operations including crop production and the raising of livestock,
  - 2. preserve and protect agricultural areas in unincorporated Johnson County utilized for crop production or the raising of livestock, and
  - 3. serve as a holding zone for lands where the efficient provision of public facilities and services needed for development in the County is not viable at present.
- B. The zoning of property as PRUR, Planned Rural District, is intended to:
  - 1. enable subdivisions that front lots on Local Streets or Collector Streets at an overall density of one dwelling unit per ten (10) acres subdivided and enable bonus lots in some subdivision situations, and
  - 2. serve as a holding zone for lands where the efficient provision of public facilities and services needed for development in the County is not viable at present.
- C. These districts are intended for the preservation and protection of rural areas, as well as agricultural areas in the Rural District, and are intended to prevent urban sprawl, contribute to the efficient provision of the facilities and services necessary for development at greater densities, and reduce urban/rural conflicts that arise from premature development of rural areas. These districts are further intended to preserve and protect open space and natural resource areas. The regulations for these districts are designed to provide protection for existing development while allowing new construction in accordance with current development and performance standards and density objectives.

The uses permitted and development regulations are set forth in Sections 2 and 3 below.

### **Section 2. RURAL DISTRICT (RUR):**

- A. Purpose: The purpose of zoning of property to the RUR, Rural District, is to provide for agricultural areas with single-family residential uses that:
  - 1. maintain or enhance the rural character of the area;
  - 2. are sensitive to the physical characteristics of the sites;
  - 3. facilitate compatible agricultural or other rural land uses;
  - 4. protect agricultural areas;
  - 5. protect natural resource areas; and
  - 6. minimize negative impacts on existing roads and the infrastructure in the area.

- B. Permitted Uses: In the Rural District, no building, structure, land, or premises shall be used and no building or structure shall be hereafter erected, constructed, reconstructed, moved or altered, except for one or more of the following uses:
1. Agricultural uses.
  2. Agricultural buildings and structures.
  3. Permanent single-family dwelling.
  4. Railroad rights-of-way, including a strip of land with tracks and auxiliary facilities for track operations, but not including passenger stations, freight terminals, switching and classification yards, repair shops, roundhouses, powerhouses, interlocking towers, and fueling, sanding, and watering stations.
  5. Accessory buildings and uses customarily incidental to the uses listed above, as set out in Article 18.
  6. Home occupations as set out in Article 18.
  7. Supplementary Uses as set out in Article 16.
  8. Passive open space, nature preserve, arboretum, and park areas owned by the public.
  9. Boarding and training stables on a tracts of land with a nominal lot area of 10 (ten) acres or greater.
- C. Conditional Uses and Special Permits: Certain uses may be allowed by Conditional Use Permit or Special Permit. See Article 23 and Article 33.
- D. Height, Area and Bulk Regulations:
1. Height Regulations:
    - a. Maximum height of agricultural buildings and structures: No restriction if height complies with airport overlay district and overlay zone height and hazard regulations.
    - b. Maximum height of residences: forty (40) feet.
    - c. Maximum height of accessory structures and uses other than agricultural buildings and structures: thirty (30) feet.
  2. Yard Regulations:
    - a. Front Yard: The depth of the front yard shall be at least fifty (50) feet. The required front yard setback shall be provided and maintained from all street frontages. A front setback of at least two hundred (200) feet is recommended for residential structures if the adjoining road does not have a dust-free surface.
    - b. Side Yard: There shall be a side yard of at least twenty-five (25) feet on each side of a lot.
    - c. Rear Yard: There shall be a rear yard of at least twenty-five (25) feet.

3. Minimum Lot Dimensions:
  - a. The minimum depth of a lot shall comply with the provisions in the subdivision regulations.
  - b. The minimum width of a lot shall be three hundred (300) feet.
4. Minimum Lot Area: Every dwelling hereafter erected, constructed, reconstructed, moved or altered, shall provide a Nominal Lot Area of not less than ten (10) acres per dwelling except as provided in Article 24, Nonconforming Lots and Uses.
5. Supplementary Height, Area and Bulk Regulations: As set out in Article 17.
- E. Parking Regulations: Two (2) off-street parking spaces shall be provided on the premises for each dwelling unit. See Article 19, Off-Street Parking Requirements.
- F. Sign Regulations: See Article 20, Sign Regulations.
- G. Minimum Infrastructure: After the effective date of these regulations, within this zoning district, all Minimum Infrastructure Requirements set forth in Article 31 shall be met prior to rezoning or development of any site in the Rural District. See Minimum Infrastructure Requirements in Article 31 of these regulations.

### **Section 3. PLANNED RURAL DISTRICT, (PRUR):**

- A. Purpose: The purpose of zoning of property to the PRUR, Planned Rural District, is to provide for Planned Rural Development Subdivisions that contain single-family residential areas and rural use areas that:
  1. maintain or enhance the rural character of the area;
  2. are sensitive to the physical characteristics of the sites;
  3. protect natural resource areas;
  4. place new, permanent, single-family dwellings on smaller lots that are in Residential Groupings to realize greater economies in the provision of infrastructure to the new lots, especially with regard to the layout of roads, the provision of water lines for both domestic needs and fire protection purposes, and the provision of wastewater disposal systems; and
  5. minimize negative impacts on existing roads and the infrastructure in the area, for example, by minimizing the number of access points onto existing roads and by grouping new, permanent, single-family dwellings so they can be served by fewer and shorter roads and fewer and shorter connections to utility lines that have the capacity to serve the needs of the Planned Rural Development Subdivisions.
- B. Plats or Plans: Applications for the Planned Rural District shall require the submittal of a preliminary plat or development plan subject to the requirements of Articles 11, 15, and 25 through 31, of these regulations.
- C. Permitted Uses: In the Planned Rural District, no building, structure, land, or premises shall be used and no building or structure shall be hereafter erected, constructed, reconstructed, moved or altered, except for one or more of the following uses:

1. Permanent single-family dwelling.
  2. Railroad rights-of-way, including a strip of land with tracks and auxiliary facilities for track operations, but not including passenger stations, freight terminals, switching and classification yards, repair shops, roundhouses, powerhouses, interlocking towers, and fueling, sanding, and watering stations.
  3. Accessory buildings and uses customarily incidental to the uses listed above, as set out in Article 18.
  4. Home occupations as set out in Article 18.
  5. Supplementary Uses as set out in Article 16.
  6. Passive open space, nature preserve, arboretum, and park areas.
- D. Conditional Uses and Special Permits: Certain uses may be allowed by Conditional Use Permit or Special Permit. See Article 23 and Article 33.
- E. Height, Area and Bulk Regulations:
1. Height Regulations:
    - a. Maximum height of agricultural buildings and structures: No restriction if height complies with airport overlay district and overlay zone height and hazard regulations.
    - b. Maximum height of residences: forty (40) feet.
    - c. Maximum height of accessory structures and uses other than agricultural buildings and structures: thirty (30) feet.
  2. Yard Regulations:
    - a. Front Yard: The depth of the front yard shall be at least fifty (50) feet. The required front yard setback shall be provided and maintained from all street frontages. A front setback of at least two hundred (200) feet is recommended for residential structures if the adjoining road does not have a dust-free surface.
    - b. Side Yard: There shall be a side yard of at least twenty-five (25) feet on each side of a lot. However, if compliance with the County-adopted Fire Code building separation requirements would require a side yard setback larger than twenty-five (25) feet when any new building is constructed on a lot, then the building shall be provided a minimum side yard that complies with the building separation distance required by the County-adopted Fire Code even if that side yard setback is larger than twenty-five (25) feet.
    - c. Rear Yard: There shall be a rear yard of at least twenty-five (25) feet. However, if compliance with the County-adopted Fire Code building separation requirements would require a rear yard setback larger than twenty-five (25) feet when any new building is constructed on a lot, then the building shall be provided with a minimum rear yard that complies with the building separation distance required by the County-adopted Fire Code even if that rear yard setback is larger than twenty-five (25) feet.

3. Minimum Lot Dimensions:

- a. The minimum depth of a lot shall comply with the provisions in the subdivision regulations.
- b. Each lot shall be wide enough to meet the lot-depth to lot-width requirements of Article 30, Section 3 (B) of these regulations.
- c. The minimum width of a lot shall be one hundred fifty (150) feet.

4. Lot Area and Density: Except as provided in Article 24, Nonconforming Lots and Uses, every dwelling unit hereafter erected, constructed, reconstructed, moved, or altered, shall be provided a lot area in accordance with the following subdivision requirements:

Planned Rural Development Subdivisions shall have all lots taking access from a collector or local street and shall have an overall density not exceeding (more dense than) one (1) dwelling unit per ten (10) acres of real property platted into a Planned Rural Development Subdivision, plus one bonus lot for each thirty (30) acres of real property platted into a Planned Rural Development Subdivision. Planned Rural Development Subdivisions, including bonus lots, shall provide a minimum Nominal Lot Area of four (4) acres per dwelling.

5. Supplementary Height, Area and Bulk Regulations: As set out in Article 17.

F. Parking Regulations: Two (2) off-street parking spaces shall be provided on the premises for each dwelling unit. See Article 19, Off-Street Parking Requirements.

G. Sign Regulations: See Article 20, Sign Regulations.

H. Minimum Infrastructure: After the effective date of these regulations, within this zoning district, all Minimum Infrastructure Requirements set forth in Article 31 shall be met prior to rezoning or development of any site in the Planned Rural District. Compliance with the highly recommended infrastructure factors established by Article 31 shall also be required unless the applicant can show good cause why the highly recommended infrastructure factors should not be provided and that a waiver should be allowed in accordance with Section 2 (E) of Article 31. See Minimum Infrastructure Requirements in Article 31 of these regulations.

I. Supplementary Performance Standards: Development and use in this district shall also comply with the Supplementary Performance Standards set forth in Article 11, Section 7 of these regulations.

## VOLUNTARY CONSENT ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made and entered into this 11th day of June, 2020, between the City of Gardner, Kansas, a municipal corporation (the City), and Linda S. Meisinger and Dan L. Meisinger (Property Owner(s)).

### RECITALS

- A. The Property Owner(s) are the owners of record of the following described real property ("Property") located in unincorporated areas of Johnson County, Kansas adjacent to or within a platted subdivision adjacent to the City of Gardner, Kansas.

#### Legal Description:

A Tract of Land in the Southeast Quarter of the Southwest Quarter of Section 5, Township 15, Range 23, Johnson County, Kansas more particularly described as follows: Beginning at the Southeast corner of the Southeast Quarter of the Southwest Quarter of said Section 5; thence North 0 degrees 23' 38" West, along the East line of the Southeast Quarter of the Southwest Quarter of said Section 5, 335.80 feet to the True Point of Beginning; thence North 89 degrees 11' 30" West, 162.42 feet; thence South 0 degrees 26' 18" East, 67.17 feet; thence South 89 degrees 11' 30" West, 162.16 to a point on the West line of the East Quarter of the Southeast Quarter of the Southwest Quarter of said Section 5; thence North 0 degrees 26' 18" West along said West line, 1066.76 feet to the Northwest corner of the East Quarter of the Southeast Quarter of the Southwest Quarter of said Section 5; thence North 89 degrees 18' 26" East, along the North line of the Southeast Quarter of the Southwest Quarter of said Section 5, 325.35 feet to the Northeast corner of the Southeast Quarter of the Southwest Quarter of said Section 5; thence South 0 degrees 23' 38" East, along the East line of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter of said Section 5, 998.92 feet to the True Point of Beginning.

- B. The Owner has evinced an intent that the Property be annexed by the City and has, to that effect, signed a Consent to Annexation, dated June 11, 2020, and will be filed by the City with the Office of Register of deeds for Johnson County, Kansas. (A copy of the executed and filed Consent to Annexation is affixed hereto as Exhibit A).

This contract is entered into in the spirit of the consideration of the mutual promises and obligations contained herein, and in exchange for good will, mutual respect, and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. **Consent to Annexation.** Property Owner(s) consents to annexation of the Property into the City of Gardner, Kansas. In the event of a default of any of the City's obligations under this Agreement, the Property Owner(s) sole recourse shall be to petition the City for de-annexation.
2. **Property Tax Abatement.** Prior to the Key Development Point, for a period not to exceed twenty (20) years, the City agrees to rebate the City's portion of the Property Owner's ad valorem taxes on the Property to the Property Owner(s) in accordance with the City's rebate policy. For purposes of this paragraph the Key Development Point is defined as the earlier of: (1) rezoning of the property to a use other than RUR (Rural), RLD (Residential Low Density), or Agri-Tourism (A); or (2) sale of the property to subsequent property owner who commits the use of the property to a use other than the present agricultural or residential low density use. City also agrees that Property Owner shall not be required to make other payments for City services that Property Owner does not use.
3. **Extension of City Services.** The parties agree that the Property is currently adequately served by existing utilities. Public Infrastructure will not be improved specific to this property until the owner and the Governing Body determine that such improvements are necessary, prudent and feasible for the service of this property. Nothing in this agreement shall require the Governing Body to approve or establish any benefit district for the financing of public infrastructure except where required by Law.
  - a. The parties agree that the Property owners will not be required to connect to the city's current or a future sewer system as long as they have a functional septic tank or sanitary system serving the property.
4. **Zoning.** The Property is currently zoned Rural (RUR) by the County. A copy of the County zoning regulations application to the RUR zoning district at the time of annexation are attached hereto as Exhibit B. Pursuant to Kansas law, following annexation, the Property shall retain its County zoning until such time that a rezoning of the property may be approved. Similarly, again pursuant to Kansas law, any legal, non-conforming uses existing on the Property immediately preceding annexation may continue until such time as any such use loses its legal, non-conforming use status under the laws of this State.
5. **Acceptance of Annexation.** The annexation will not become effective until after the City Council formally approves and adopts the necessary Annexation Ordinance as required by Kansas Statutes and said ordinance is published once in the city's official paper of record.
6. **Savings Clause.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this

Agreement, nor shall such invalidity, illegality or unenforceability affect the validity, legality or enforceability of the remainder of the Agreement. Furthermore, the parties agree that such invalid, illegal or unenforceable provision may be reformed to the greatest extent permitted by law to most closely meet the intent of the parties in effecting the purpose expressed by the contractual provision deemed invalid, illegal or unenforceable.

7. This document shall constitute the entire Agreement between the undersigned landowner(s) and the City of Gardner, Kansas.

Now, therefore, in consideration of the City of Gardner's agreeing to the above conditions for the above described property, the undersigned does give full and complete consent to the City of Gardner to annex the above described property in accordance with the laws of the state of Kansas at any time after the date of this agreement.

This agreement shall run with the land described and shall be binding upon the heirs, grantees successors and assigns of the undersigned.

ADOPTED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF GARDNER, KANSAS ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CITY OF GARDNER, KANSAS

BY: \_\_\_\_\_  
Steve Shute, Mayor

ATTEST:

\_\_\_\_\_  
Sharon Rose, City Clerk

Approved as to form:

\_\_\_\_\_  
Ryan Denk, City Attorney

In Witness thereof, the undersigned have caused this agreement to be executed on 11th day of June, 2020.

Owners of Record:

By:

Linda S. Meisinger  
Linda S. Meisinger

By:

Dan L. Meisinger  
Dan L. Meisinger

State of Kansas

County of Johnson

The foregoing instrument was acknowledged before me this 11 day of June, 2020, by Linda & Dan Meisinger.

Notary Public

James Pruetting

Seal

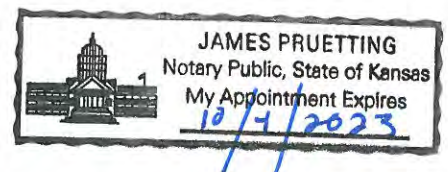


Exhibit A

## CONSENT FOR ANNEXATION

(Adjoining property by request)

To: The Governing Body of the City of Gardner, Kansas.

The undersigned owners of record of the following described land hereby petition the Governing Body of the City of Gardner, Kansas to annex such land to the city. The land to be annexed is described as follows:


A Tract of Land in the Southeast Quarter of the Southwest Quarter of Section 5, Township 15, Range 23, Johnson County, Kansas more particularly described as follows: Beginning at the Southeast corner of the Southeast Quarter of the Southwest Quarter of said Section 5; thence North 0 degrees 23' 38" West, along the East line of the Southeast Quarter of the Southwest Quarter of said Section 5, 335.80 feet to the True Point of Beginning; thence North 89 degrees 11' 30" West, 162.42 feet; thence South 0 degrees 26' 18" East, 67.17 feet; thence South 89 degrees 11' 30" West, 162.16 to a point on the West line of the East Quarter of the Southeast Quarter of the Southwest Quarter of said Section 5; thence North 0 degrees 26' 18" West along said West line, 1066.76 feet to the Northwest corner of the East Quarter of the Southeast Quarter of the Southwest Quarter of said Section 5; thence North 89 degrees 18' 26" East, along the North line of the Southeast Quarter of the Southwest Quarter of said Section 5, 325.35 feet to the Northeast corner of the Southeast Quarter of the Southwest Quarter of said Section 5; thence South 0 degrees 23' 38" East, along the East line of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter of said Section 5, 998.92 feet to the True Point of Beginning.

Such land lies upon or touches the city boundary line.

The undersigned further warrant and guarantee that they are the only owners of record of the land. Signed this 11th day of June, 2020.



Linda S. Meisinger, Owner



Dan L. Meisinger, Owner

## **ARTICLE 9. RURAL DISTRICTS**

### **Section 1. INTENT AND GENERAL PROVISIONS:**

- A. The zoning of property as RUR, Rural District, is intended to:
  - 1. maintain and enhance agricultural operations including crop production and the raising of livestock,
  - 2. preserve and protect agricultural areas in unincorporated Johnson County utilized for crop production or the raising of livestock, and
  - 3. serve as a holding zone for lands where the efficient provision of public facilities and services needed for development in the County is not viable at present.
- B. The zoning of property as PRUR, Planned Rural District, is intended to:
  - 1. enable subdivisions that front lots on Local Streets or Collector Streets at an overall density of one dwelling unit per ten (10) acres subdivided and enable bonus lots in some subdivision situations, and
  - 2. serve as a holding zone for lands where the efficient provision of public facilities and services needed for development in the County is not viable at present.
- C. These districts are intended for the preservation and protection of rural areas, as well as agricultural areas in the Rural District, and are intended to prevent urban sprawl, contribute to the efficient provision of the facilities and services necessary for development at greater densities, and reduce urban/rural conflicts that arise from premature development of rural areas. These districts are further intended to preserve and protect open space and natural resource areas. The regulations for these districts are designed to provide protection for existing development while allowing new construction in accordance with current development and performance standards and density objectives.

The uses permitted and development regulations are set forth in Sections 2 and 3 below.

### **Section 2. RURAL DISTRICT (RUR):**

- A. Purpose: The purpose of zoning of property to the RUR, Rural District, is to provide for agricultural areas with single-family residential uses that:
  - 1. maintain or enhance the rural character of the area;
  - 2. are sensitive to the physical characteristics of the sites;
  - 3. facilitate compatible agricultural or other rural land uses;
  - 4. protect agricultural areas;
  - 5. protect natural resource areas; and
  - 6. minimize negative impacts on existing roads and the infrastructure in the area.

- B. Permitted Uses: In the Rural District, no building, structure, land, or premises shall be used and no building or structure shall be hereafter erected, constructed, reconstructed, moved or altered, except for one or more of the following uses:
1. Agricultural uses.
  2. Agricultural buildings and structures.
  3. Permanent single-family dwelling.
  4. Railroad rights-of-way, including a strip of land with tracks and auxiliary facilities for track operations, but not including passenger stations, freight terminals, switching and classification yards, repair shops, roundhouses, powerhouses, interlocking towers, and fueling, sanding, and watering stations.
  5. Accessory buildings and uses customarily incidental to the uses listed above, as set out in Article 18.
  6. Home occupations as set out in Article 18.
  7. Supplementary Uses as set out in Article 16.
  8. Passive open space, nature preserve, arboretum, and park areas owned by the public.
  9. Boarding and training stables on a tracts of land with a nominal lot area of 10 (ten) acres or greater.
- C. Conditional Uses and Special Permits: Certain uses may be allowed by Conditional Use Permit or Special Permit. See Article 23 and Article 33.
- D. Height, Area and Bulk Regulations:
1. Height Regulations:
    - a. Maximum height of agricultural buildings and structures: No restriction if height complies with airport overlay district and overlay zone height and hazard regulations.
    - b. Maximum height of residences: forty (40) feet.
    - c. Maximum height of accessory structures and uses other than agricultural buildings and structures: thirty (30) feet.
  2. Yard Regulations:
    - a. Front Yard: The depth of the front yard shall be at least fifty (50) feet. The required front yard setback shall be provided and maintained from all street frontages. A front setback of at least two hundred (200) feet is recommended for residential structures if the adjoining road does not have a dust-free surface.
    - b. Side Yard: There shall be a side yard of at least twenty-five (25) feet on each side of a lot.
    - c. Rear Yard: There shall be a rear yard of at least twenty-five (25) feet.

3. Minimum Lot Dimensions:
  - a. The minimum depth of a lot shall comply with the provisions in the subdivision regulations.
  - b. The minimum width of a lot shall be three hundred (300) feet.
4. Minimum Lot Area: Every dwelling hereafter erected, constructed, reconstructed, moved or altered, shall provide a Nominal Lot Area of not less than ten (10) acres per dwelling except as provided in Article 24, Nonconforming Lots and Uses.
5. Supplementary Height, Area and Bulk Regulations: As set out in Article 17.
- E. Parking Regulations: Two (2) off-street parking spaces shall be provided on the premises for each dwelling unit. See Article 19, Off-Street Parking Requirements.
- F. Sign Regulations: See Article 20, Sign Regulations.
- G. Minimum Infrastructure: After the effective date of these regulations, within this zoning district, all Minimum Infrastructure Requirements set forth in Article 31 shall be met prior to rezoning or development of any site in the Rural District. See Minimum Infrastructure Requirements in Article 31 of these regulations.

### **Section 3. PLANNED RURAL DISTRICT, (PRUR):**

- A. Purpose: The purpose of zoning of property to the PRUR, Planned Rural District, is to provide for Planned Rural Development Subdivisions that contain single-family residential areas and rural use areas that:
  1. maintain or enhance the rural character of the area;
  2. are sensitive to the physical characteristics of the sites;
  3. protect natural resource areas;
  4. place new, permanent, single-family dwellings on smaller lots that are in Residential Groupings to realize greater economies in the provision of infrastructure to the new lots, especially with regard to the layout of roads, the provision of water lines for both domestic needs and fire protection purposes, and the provision of wastewater disposal systems; and
  5. minimize negative impacts on existing roads and the infrastructure in the area, for example, by minimizing the number of access points onto existing roads and by grouping new, permanent, single-family dwellings so they can be served by fewer and shorter roads and fewer and shorter connections to utility lines that have the capacity to serve the needs of the Planned Rural Development Subdivisions.
- B. Plats or Plans: Applications for the Planned Rural District shall require the submittal of a preliminary plat or development plan subject to the requirements of Articles 11, 15, and 25 through 31, of these regulations.
- C. Permitted Uses: In the Planned Rural District, no building, structure, land, or premises shall be used and no building or structure shall be hereafter erected, constructed, reconstructed, moved or altered, except for one or more of the following uses:

1. Permanent single-family dwelling.
  2. Railroad rights-of-way, including a strip of land with tracks and auxiliary facilities for track operations, but not including passenger stations, freight terminals, switching and classification yards, repair shops, roundhouses, powerhouses, interlocking towers, and fueling, sanding, and watering stations.
  3. Accessory buildings and uses customarily incidental to the uses listed above, as set out in Article 18.
  4. Home occupations as set out in Article 18.
  5. Supplementary Uses as set out in Article 16.
  6. Passive open space, nature preserve, arboretum, and park areas.
- D. Conditional Uses and Special Permits: Certain uses may be allowed by Conditional Use Permit or Special Permit. See Article 23 and Article 33.
- E. Height, Area and Bulk Regulations:
1. Height Regulations:
    - a. Maximum height of agricultural buildings and structures: No restriction if height complies with airport overlay district and overlay zone height and hazard regulations.
    - b. Maximum height of residences: forty (40) feet.
    - c. Maximum height of accessory structures and uses other than agricultural buildings and structures: thirty (30) feet.
  2. Yard Regulations:
    - a. Front Yard: The depth of the front yard shall be at least fifty (50) feet. The required front yard setback shall be provided and maintained from all street frontages. A front setback of at least two hundred (200) feet is recommended for residential structures if the adjoining road does not have a dust-free surface.
    - b. Side Yard: There shall be a side yard of at least twenty-five (25) feet on each side of a lot. However, if compliance with the County-adopted Fire Code building separation requirements would require a side yard setback larger than twenty-five (25) feet when any new building is constructed on a lot, then the building shall be provided a minimum side yard that complies with the building separation distance required by the County-adopted Fire Code even if that side yard setback is larger than twenty-five (25) feet.
    - c. Rear Yard: There shall be a rear yard of at least twenty-five (25) feet. However, if compliance with the County-adopted Fire Code building separation requirements would require a rear yard setback larger than twenty-five (25) feet when any new building is constructed on a lot, then the building shall be provided with a minimum rear yard that complies with the building separation distance required by the County-adopted Fire Code even if that rear yard setback is larger than twenty-five (25) feet.

3. Minimum Lot Dimensions:

- a. The minimum depth of a lot shall comply with the provisions in the subdivision regulations.
- b. Each lot shall be wide enough to meet the lot-depth to lot-width requirements of Article 30, Section 3 (B) of these regulations.
- c. The minimum width of a lot shall be one hundred fifty (150) feet.

4. Lot Area and Density: Except as provided in Article 24, Nonconforming Lots and Uses, every dwelling unit hereafter erected, constructed, reconstructed, moved, or altered, shall be provided a lot area in accordance with the following subdivision requirements:

Planned Rural Development Subdivisions shall have all lots taking access from a collector or local street and shall have an overall density not exceeding (more dense than) one (1) dwelling unit per ten (10) acres of real property platted into a Planned Rural Development Subdivision, plus one bonus lot for each thirty (30) acres of real property platted into a Planned Rural Development Subdivision. Planned Rural Development Subdivisions, including bonus lots, shall provide a minimum Nominal Lot Area of four (4) acres per dwelling.

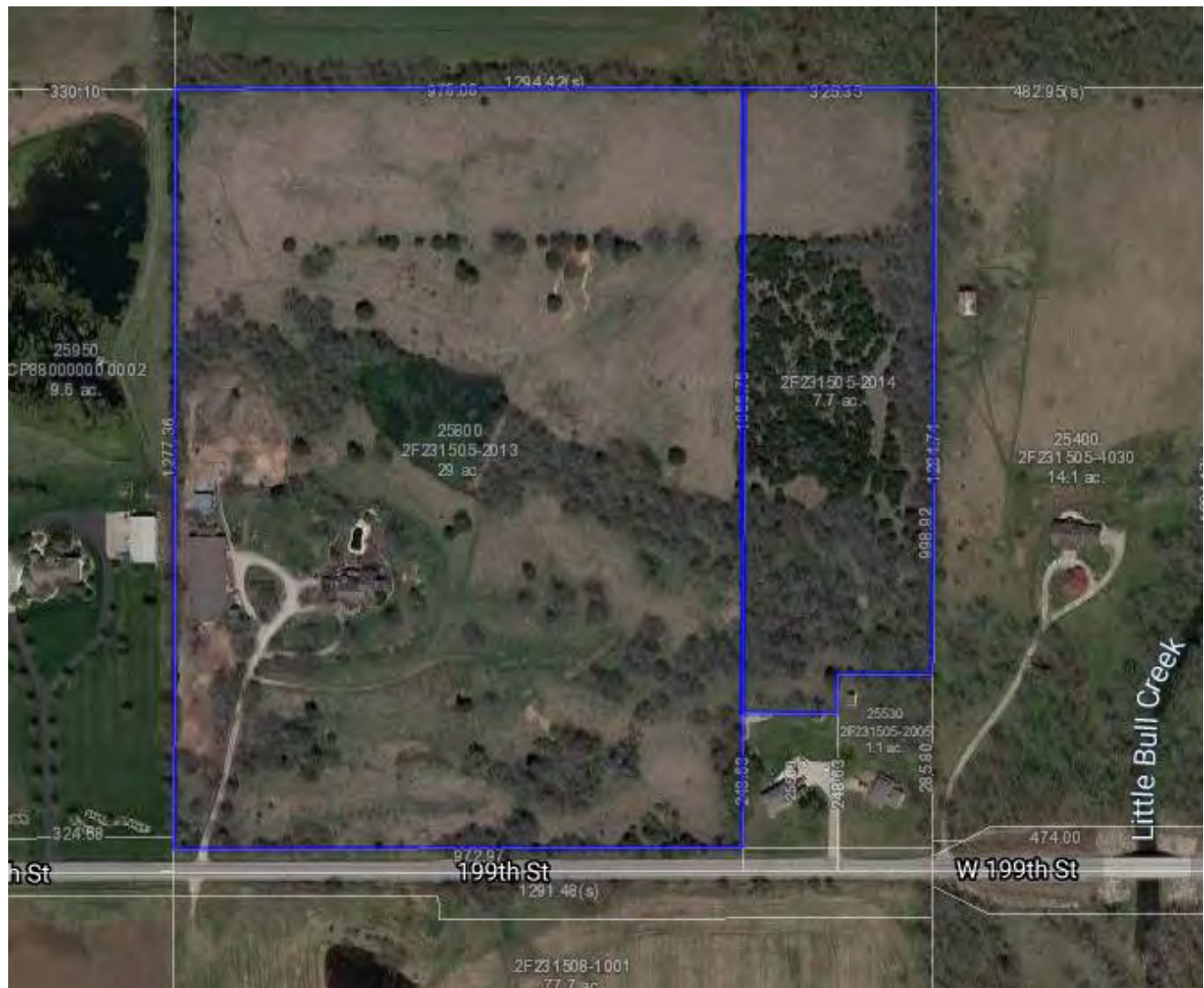
5. Supplementary Height, Area and Bulk Regulations: As set out in Article 17.

F. Parking Regulations: Two (2) off-street parking spaces shall be provided on the premises for each dwelling unit. See Article 19, Off-Street Parking Requirements.

G. Sign Regulations: See Article 20, Sign Regulations.

H. Minimum Infrastructure: After the effective date of these regulations, within this zoning district, all Minimum Infrastructure Requirements set forth in Article 31 shall be met prior to rezoning or development of any site in the Planned Rural District. Compliance with the highly recommended infrastructure factors established by Article 31 shall also be required unless the applicant can show good cause why the highly recommended infrastructure factors should not be provided and that a waiver should be allowed in accordance with Section 2 (E) of Article 31. See Minimum Infrastructure Requirements in Article 31 of these regulations.

I. Supplementary Performance Standards: Development and use in this district shall also comply with the Supplementary Performance Standards set forth in Article 11, Section 7 of these regulations.



The top of the page is north; the left property is 28.99 acres + - Property ID # 2F231505-2013;  
 and the smaller property is 7.71 acres + - Property ID # 2F231505-2014  
 They are both addressed 25800 E 199<sup>th</sup> Street and both owned by Dan and Linda Meisinger

## **ORDINANCE NO. 2665**

AN ORDINANCE ANNEXING LAND TO THE CITY OF GARDNER, KANSAS.

WHEREAS, the following described land is located in Johnson County, Kansas;

WHEREAS, a written petition and/or consent for annexation of the following described land, signed by all of the owners thereof, have been filed with the City of Gardner, Kansas pursuant to K.S.A. 12-520(a)(7), as amended; and

WHEREAS, the governing body of the City of Gardner, Kansas, finds it advisable to annex such land.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GARDNER, KANSAS:

Section 1. That the following described land is hereby annexed and made a part of the City of Gardner, Kansas:

### TRACT 1:

Legal Description:

A Tract of Land in the Southeast Quarter of the Southwest Quarter of Section 5, Township 15, Range 23, Johnson County, Kansas more particularly described as follows: Beginning at the Southeast corner of the Southeast Quarter of the Southwest Quarter of said Section 5; thence North 0 degrees 23' 38" West, along the East line of the Southeast Quarter of the Southwest Quarter of said Section 5, 335.80 feet to the True Point of Beginning; thence North 89 degrees 11' 30" West, 162.42 feet; thence South 0 degrees 26' 18" East, 67.17 feet; thence South 89 degrees 11' 30" West, 162.16 to a point on the West line of the East Quarter of the Southeast Quarter of the Southwest Quarter of said Section 5; thence North 0 degrees 26' 18" West along said West line, 1066.76 feet to the Northwest corner of the East Quarter of the Southeast Quarter of the Southwest Quarter of said Section 5; thence North 89 degrees 18' 26" East, along the North line of the Southeast Quarter of the Southwest Quarter of said Section 5, 325.35 feet to the Northeast corner of the Southeast Quarter of the Southwest Quarter of said Section 5; thence South 0 degrees 23' 38" East, along the East line of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter of said Section 5, 998.92 feet to the True Point of Beginning.

### TRACT 2:

Legal Description:

The West 3/4 of the Southeast 1/4 of the Southwest 1/4 of Section 5, Township 15, Range 23, Johnson County, Kansas, described as follows: Beginning at a point on the South line of the West 3/4 of the SE 1/4 of the SW 1/4 of Section 5, 324.32 feet West of the SE Corner thereof;

thence S 89 degrees 11' 30" W, along the South line, 972.97 feet; thence N 0 degrees 34' 17" W, along the West line of the West 3/4 of the SE 1/4 of the SW 1/4 of Section 5, 1337.34 feet; thence N 89 degrees 18' 26" E, along the North line of the SE 1/4 of the SW 1/4, 976.06 feet; thence S 0 degrees 26' 18" E, along the East line of the West 3/4 of the SE 1/4 of the SW 1/4 of Section 5, 1335.39 feet to the point of beginning;

Including the entirety of the width of the public right of way immediately south of the annexed land known as 199<sup>th</sup> Street.

Section 2. That this ordinance shall be effective from and after its passage, approval and publication in the official city newspaper.

PASSED AND APPROVED by the Governing Body of the City of Gardner, Kansas this  
15th Day of June, 2020.

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Steve Shute, Mayor

(SEAL)

ATTEST:

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Sharon Rose, City Clerk

APPROVED AS TO FORM:

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Ryan B. Denk, City Attorney

## COUNCIL ACTION FORM

## NEW BUSINESS ITEM NO. 4

**MEETING DATE:** JUNE 15, 2020

**STAFF CONTACT:** JIM PRUETTING, CITY ADMINISTRATOR

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**Agenda Item:** Consider adopting an ordinance amending Chapter 2.30 Planning Commission, of the City of Gardner, Kansas Municipal Code

**Strategic Priority:** Infrastructure and Asset Management, Quality of Life

**Department:** Administration

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### **Background/Description of Item:**

On March 18, 2019, the Governing Body amended the “creation” ordinances for the Airport Advisory Board, Board of Building Code Appeals, and the Utility Advisory Commission to include language relative to those bodies that had previously been included in the Governing Body Rules of Procedure. The governing body had expressed a desire to remove the Boards and Commissions from the GBROP for the purpose of clarity due to the fact that they are not part of the governing body. All the amendments included application, appointment and removal clauses for those bodies.

The Planning Commission was not included in the March 18, 2020 amendments due to the pending merger of the Planning Commission and Board of Zoning Appeals. The intent was to amend the relevant ordinance at the time of the merger to include language consistent with the city’s other boards and commission, but that did not occur.

The proposed ordinance completes that task and brings consistency to the processes for the application, appointment and removal of board and commission members.

### **Attachments:**

- Ordinance No. 2667
- Gardner Municipal Code 2.30

### **Suggested Motion:**

Adopt Ordinance No. 2667, an ordinance amending Chapter 2.30, Planning Commission, of the City of Gardner, Kansas Municipal Code

## ORDINANCE NO. 2667

### AN ORDINANCE GMC SECTION 2.30.010 AND 2.30.020 AND ADDING SECTION 2.30.070 RELATING TO THE ORGANIZATION RELATING TO THE PLANNING COMMISSION AND BOARD OF ZONING APPEALS FOR THE CITY OF GARDNER, KANSAS.

**WHEREAS**, the Governing Body of the City has determined that it is necessary to amend the Gardner Municipal Code to provide for the organization of the City's planning commission and board of zoning appeals;

**WHEREAS**, the Planning Commission was designated to act as the Board of Zoning Appeals for the City by Ordinance No. 2617.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GARDNER, KANSAS:

SECTION ONE. The title of Chapter 2.30 shall be amended to "Planning Commission and Board of Zoning Appeals."

SECTION TWO. Section 2.30.010 shall be amended to provide as follows.

- (a) *Planning Commission – Qualifications.* A Planning Commission of the City is hereby established consisting of seven members. All members of the Planning Commission shall be qualified electors and residents of the City, except two who may reside outside of the corporate limits but within three miles thereof.
- (b) *Planning Commission – Terms – Vacancies.* All appointments shall be for three-year terms. In the event of vacancies, the appointments shall be for the unexpired terms.
- (c) *Appointment and tenure.* The Members shall be nominated by the Mayor and confirmed by the City Council.
- (d) *Vacancies.* A vacancy on the Planning Commission shall be effective on the date stated in the individuals' written notice of resignation filed with the Mayor or the date they become ineligible to serve in such position, whichever comes first. No vacancy on the board shall impair the right of the remaining members to exercise all powers of the body.
- (e) *Interview Team.* The Mayor and two Councilmembers selected by the Mayor (the Interview Team) are charged with the responsibility of recommending individuals, by unanimous consent, to serve on the Planning Commission, subject to the approval by majority vote of the Council.
- (f) *Time for filling vacancies.* In the event of a vacancy on the Planning Commission due to a resignation, the Interview Team shall submit to the City Council a recommendation to fill the vacancy within sixty (60) days from the date the office became vacant. In addition to the sixty (60) days, for good cause and upon a majority vote of the Council members present and voting, the Interview Team may extend for up to an additional thirty (30) days, the time stated to make the recommendation to fill a vacancy. Good cause shall be determined by the City Council and include but not be limited to such events as a death in office, illness, insufficient or inadequate candidates, legal holidays, or the timing of the next regular Council meeting at which

a nominee would be considered for appointment. In the event of a vacancy due to an expired term of office, the foregoing process shall commence 90 days prior to the expiration of the term office of the incumbent.

(g) *Eligibility.* An individual is only eligible for appointment to and may serve as a member of only one City board or commission at any given time provided however that Planning Commission members may also serve as Board of Zoning Appeals members.

(h) *Appointment Process*

1. *Basis for consideration.* Consideration for appointment shall be based upon a completed Public Service Application, meeting basic qualifications, and interview results.
2. *Public service applications.* Public Service Applications are available on the City's website and may be submitted electronically through the website or may be printed and returned to City Hall in person or via the United States Post Office. Paper applications will be available at City hall via the City Clerk's office. All Public Service Applications are to be kept on file in the City Clerk's office for a period of one calendar year from the date of receipt.
3. *Notification of Openings.* The City Clerk will coordinate the appointment process beginning with the notification to the general public of openings on all boards and commissions. Openings will be advertised for two weeks via the City's website ([www.gardnerkansas.gov](http://www.gardnerkansas.gov)), and other official City social media outlets.
4. *Application Review.* Following the two-week notification period, the City Clerk shall provide to the Governing Body the applications on file for the specified opening. The Council will then be given one week to advise the City Clerk only of any personally known potential issues with any of the candidates or to offer a personal recommendation for a candidate or candidates from the pool of applicants. The City Clerk will call upon the City Council to submit the names of potential candidates should there be no applications for appointment on file.
5. *Candidate Interviews.* An additional two weeks will be set aside for the conducting of candidate interviews by the Interview Team. A Board/Commission representative and the City Administrator (or the City Administrator's designee) may participate in the interviews at the request of the Interview Team. Should the number of qualified applicants for a position be less than or equal to the number of positions available, the interview team may make a unanimous decision to nominate the applicant or applicants without an interview.
6. *Candidate Nomination.* The Interview Team will have one week after the conclusion of candidate interviews to unanimously choose a nominee which they will bring forward to the City Council for consideration.
7. *Appointment as part of the City Council meeting agenda.* The City Council will consider the appointment as part of the consent agenda at their first regular meeting after the Interview Team has selected a nominee.

- (i) *Compensation.* Members serve on a volunteer basis and shall not be compensated for their services. Members may be reimbursed for expenses incurred in carrying out their duties.
- (j) *Officers.* The Board by majority vote shall elect from among its Members a Chairperson who shall preside over the meetings of the Commission, and a Vice-Chairperson who shall act for the Chairperson during absences. Election of officers shall be held annually at the first regular meeting of the calendar year. No Member shall serve for more than two consecutive terms as an officer.
- (k) *Removal.* A majority of the Governing Body may remove any appointed Planning Commission member at any time for good and sufficient cause. Cause shall include but not be limited to, any violation of any applicable law, regulation or policy; neglect of duty; and failure to comply with the appointive body attendance policy. If such removal occurs, the vacancy shall be filled by Mayoral appointment, subject to the approval of the Council.
- (l) *Attendance.* Attendance shall be recorded by the Department Director or a staff member designated by the Department Director of the Planning Commission and member attendance tracked by the same. Appointees violate the attendance policy if they receive notice of meetings and without excuse miss three (3) consecutive meetings or attend fewer than two-thirds (2/3) of the regular or special meetings of the board or commission on which they serve within the twelve (12) month period following the member's appointment, or an anniversary date thereof. "Excuse" shall mean more than inconvenience and includes illness or family emergency. Business commitments shall not be a good excuse. Violation of the attendance policy will be reported to the City Clerk and the Mayor.
- (m) *Reappointment.* Planning Commission members wishing to be considered for reappointment after their term has expired shall follow the process as outlined above. When a member of the Planning Commission has served for a period of six consecutive years, that member generally will not be eligible for reappointment until the member has vacated the position for one full term. Board members may be reappointed beyond the six-year limit under exceptional circumstances.

SECTION THREE. Section 2.30.020 shall be repealed and designated as "Reserved."

SECTION FOUR. A new Section 2.30.070 shall be added to provide as follows:

**Section 2.30.060 Board of Zoning Appeals.**

The Board of Zoning Appeals shall be composed of the members of the Planning Commission the membership of which shall be as provided for within this Chapter 2.30. The designation of officers, setting of rules of procedure, conduct of meetings and the powers and duties of the Board of Zoning Appeals shall be as provided for within GMC 17.01.040(D). Each member of the Board of Zoning Appeals shall subscribe to an oath before entering upon his/her duties as a member of said Board of Zoning Appeals.

SECTION FIVE. Any Ordinance in conflict with the provisions of this Ordinance is hereby deemed to be repealed or amended to be consistent herewith.

SECTION SIX. Effective Date of Ordinance. This Ordinance shall be in full force and effect after its passage by the Governing Body of the City and publication one time in the official City newspaper.

PASSED BY THE CITY COUNCIL OF THE CITY OF GARDNER, KANSAS AND SIGNED BY THE MAYOR ON this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF GARDNER, KANSAS

(SEAL)

\_\_\_\_\_  
Steve Shute, Mayor

Attest:

\_\_\_\_\_  
Sharon Rose, City Clerk

Approved as to form:

\_\_\_\_\_  
Ryan B. Denk, City Attorney

## **Chapter 2.30 PLANNING COMMISSION**

Sections:

- 2.30.010 Planning Commission – Qualifications.**
- 2.30.020 Planning Commission – Terms – Vacancies.**
- 2.30.030 Planning Commission – Meetings – Quorum.**
- 2.30.040 Planning Commission – Officer, employees, and consultants.**
- 2.30.050 Planning Commission – Comprehensive plan.**
- 2.30.060 Planning Commission – Oaths.**

### **2.30.010 Planning Commission – Qualifications.**

A Planning Commission of the City is hereby established consisting of seven members. All members of the Planning Commission shall be qualified electors and residents of the City, except two who may reside outside of the corporate limits but within three miles thereof. (K.S.A. 12-701) (Ord. 1774 § 1. Code 1990 § 16-1801)

### **2.30.020 Planning Commission – Terms – Vacancies.**

Two members shall be appointed for one year, two members for a term of two years, and three members for a term of three years. Thereafter, all appointments shall be for three-year terms. In the event of vacancies, the appointments shall be for the unexpired terms. Members shall serve without compensation. (Ord. 943 § 3. Code 1990 § 16-1802)

### **2.30.030 Planning Commission – Meetings – Quorum.**

The Planning Commission herein established shall meet at least once each month at a time and place to be fixed by resolution of the Planning Commission. Special meetings of the Planning Commission may be called by the Chairman or, in his absence, the Vice-Chairman. A quorum of the Planning Commission is by a majority of the Commissioners. Records shall be kept of all Commission proceedings. (K.S.A. 12-703) (Ord. 943 §§ 4, 5. Code 1990 § 16-1803)

### **2.30.040 Planning Commission – Officer, employees, and consultants.**

The Commission shall organize itself annually and select from its members a Chairman and a Vice-Chairman who are selected for a one-year term. A Secretary shall be selected but he/she may be some person who is not a member of the Commission. The Commission shall have such employees and consultants as may be authorized by the Governing Body of the City. (K.S.A. 1968 Supp. 12-706) (Ord. 943 § 6. Code 1990 § 16-1804)

**2.30.050 Planning Commission – Comprehensive plan.**

The Planning Commission may adopt a comprehensive plan and request of the Governing Body of the City such additional enactments of ordinances as may be necessary. (K.S.A. 1968 Supp. [12-704](#)) (Ord. 2267 § 39; Ord. 943 § 8. Code 1990 § 16-1805)

**2.30.060 Planning Commission – Oaths.**

Each member of the Planning Commission shall subscribe to an oath before entering upon his/her duties as a member of said Planning Commission. (Ord. 2267 § 40; Ord. 943 § 9. Code 1990 § 16-1806)